



CITY OF BARABOO COMMON COUNCIL AGENDA

Council Chambers, 101 South Blvd., Baraboo, Wisconsin
Tuesday, October 25, 2022, 7:00 P.M.

Regular meeting of the City of Baraboo Common Council, Mayor Nelson presiding.

Notices Sent To Council Members: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, and Thurow

Notices Sent To City Staff, Media And Other Interested Parties: City Administrator Bradley, CDA Dir. Cannon, Clerk Zeman, DPW Dir./Engineer Pinion, Finance Dir. Ostrander, Fire Chief Stieve, EMS Chief Johnson, Library Dir. Bergin, Parks & Rec. Dir. Hardy, Interim Police Chief Sindén, Street Super. Gilman, Utility Super. Peterson, Treasurer Laux, Atty. Eric Hagen (Boardman Clark), Baraboo News Republic, WBDL, 99.7FM

1. **CALL TO ORDER**

2. **ROLL CALL AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF PREVIOUS MINUTES** (*Voice Vote*): October 11, 2022

4. **APPROVAL OF AGENDA** (*Voice Vote*)

5. **COMPLIANCE WITH OPEN MEETING LAW NOTED**

6. **PRESENTATIONS** – Pat Cannon will give an update on the proposed Housing & Urban Development (HUD) Section 18 Conversion for Corson Square.

7. **PUBLIC HEARINGS** – The Mayor announces that this is the published date and time to hear public comment concerning the General Development Plan in accordance with Step 3 of the Planned Development process for KMD Development LLC's proposed Baraboo Bluff Condominium project, consisting of a mixture of thirty three 2-and 3-unit buildings totaling 85 units on an 18.4-acres site on the east side of Waldo Street between Parkside Avenue and Hager Street, located in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 2, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.

8. **PUBLIC INVITED TO SPEAK** (*Any citizen has the right to speak on any item of business that is on the agenda for Council action if recognized by the presiding officer.*)

9. **MAYOR'S BUSINESS** –

- Election Day is November 8, 2022. In-Person Absentee voting will take place in the Clerk's Office starting on Tuesday, October 25th through Friday, November 4th. Requests may also be made in writing for absentee ballots to be mailed. Deadline to request an absentee ballot be mailed is 5:00pm on Thursday, November 3rd. Residents are encouraged to save time on Election Day by registering early.

10. **CONSENT AGENDA** (*Roll Call*)

CA-1...Approve the accounts payable to be paid in the amount of \$_____.

CA-2...Approve the Year-to-Date 3rd Qtr. 2022 Budget Amendments.

CA-3...Approve the reappointment of Dick Whitehurst and the appointment of Thomas Pringle to the Pink Lady Rail Commission.

11. **ORDINANCES ON 2ND READING**

SRO-1... Consider amending §7.24 pertaining to Traffic Code Penalties.

12. **NEW BUSINESS – RESOLUTIONS**

NBR-1...Consider approving the 2023 allocation of Alma Waite available funds among applicants. (*Ostrander*)

13. **NEW BUSINESS ORDINANCES**

NBO-1...Consider the General Development Plan with KMD Development LLC for the proposed Baraboo Bluff Condominium project. (*Pinion*)

14. **COMMITTEE OF THE WHOLE**

Moved by _____, seconded by _____, to enter Committee of the Whole to discuss the following:

- 2023 Budget Updates

Moved by _____, seconded by _____, to rise and report from Committee of the Whole and return to regular session. (*Roll Call*)

15. **ADMINISTRATOR AND COUNCIL COMMENTS** (*Comments are limited to recognition of City residents and employees, memorials, and non-political community events; discussion of matters related to government business is prohibited.*)

16. **REPORTS, PETITIONS, AND CORRESPONDENCE** The City acknowledges receipt and distribution of the following:

- **Reports:** September, 2022 - Treasurer
- **Minutes from the Following Meetings:**

Copies of these meeting minutes are included in your packet:

Finance.....	9-27-2022	UW Campus.....	9-15-2022
BID.....	9-21-2022	BEDC.....	9-8-2022
PFC.....	8-17-2022, 9-19-2022, 10-10-2022		

Copies of these meeting minutes are on file in the Clerk's office:

Library.....	9-19-2022, 10-11-2022, 10-18-2022	Park & Recreation.....	9-12-2022
CDA.....	9-22-2022		

Petitions and Correspondence Being Referred:

17. **CLOSED SESSION**

Moved by _____, seconded by _____, to go into Closed Session. The Mayor will announce that the Council will consider moving into Closed Session pursuant to §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Review of Economic Development Projects)

18. **OPEN SESSION**

Moved by _____, seconded by _____, to return to Open Session. The Mayor will announce that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

19. **ADJOURNMENT** (*Voice Vote*)

Brenda Zeman, City Clerk

For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com

October 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	29
		Finance Council		Public Arts EM Mgmt.		
30	31	1	2	3	4	5
	Public Safety					

November 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
		CDA Administrative		BEDC		
6	7	8	9	10	11	12
		Finance Council			Veterans Day	
13	14	15	16	17	18	19
	Park & Rec	Plan Library	BID	EM Mgmt. UW Campus		
20	21	22	23	24	25	26
	PFC	Finance Council	Ambulance	Thanksgiving Day Offices CLOSED	Thanksgiving Holiday Offices CLOSED	
27	28	29	30	1	2	3
	Public Safety					

PLEASE TAKE NOTICE - Any person who has a qualifying disability as defined by the Americans with Disabilities Act who requires the meeting or materials at the meeting to be in an accessible location or format should contact the City Clerk at 101 South Blvd., Baraboo WI or phone (608) 355-2700 during regular business hours at least 48 hours before the meeting so reasonable arrangements can be made to accommodate each request.

**Council Chambers, Municipal Building, Baraboo, Wisconsin
Tuesday, October 11, 2022 – 7:00 p.m.**

Mayor Nelson called the regular meeting of Council to order.

Roll call was taken.

Council Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow
Council Members Absent:

Others Present: Interim Chief Sindén, Clerk Zeman, J. Ostrander, T. Pinion, members of the press and others.

The Pledge of Allegiance was given.

Moved by Ellington, seconded by Wedekind and carried to approve the minutes of September 27, 2022.

Moved by Ellington, seconded by Sloan and carried to approve the amended agenda, removing the Review of Economic Development Projects from the Closed Session.

Compliance with the Open Meeting Law was noted.

PRESENTATIONS

- Michael Compton presented an update on the UW-Platteville Baraboo Sauk County campus.
- Jake Lenell from CliftonLarsonAllen, LLP presented the City's 2021 Audit Report

PUBLIC HEARINGS – None Scheduled.

PUBLIC INVITED TO SPEAK – No one spoke.

MAYOR'S BUSINESS

- White Cane Safety Day on Saturday, October 15 promotes awareness of those in our community with visual impairments and improved safety of all pedestrians.
- Also on Saturday morning, the Baraboo Fire Department and Habitat for Humanity will install smoke detectors in homes that need them. Call 608-963-5795 to sign up.
- Congratulations to the Kiwanis on their 100th anniversary in our community.

CONSENT AGENDA

Resolution No. 22-101

THAT the Accounts Payable, in the amount of \$982,384.69 as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Resolution No. 22-102

THAT the "Schedule for Successor of Agent" submitted by the Al Ringling Theatre, appointing Charlene Flygt as the new agent be approved. The City Clerk is authorized to re-issue the liquor license for the Al Ringling Theatre including Charlene Flygt as the agent.

Moved by Wedekind, seconded by Thurow and carried that the Consent Agenda be approved-9 ayes.

ORDINANCES ON 2ND READING

None.

NEW BUSINESS - RESOLUTIONS

Resolution No. 22-103

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

That the following budget transfer amendment is authorizing the purchase of 9th generation Apple iPads for Common Council and Committee members' usage. The intent of this investment is to move the agenda and meeting minutes to paperless while supplying members with instant access to meeting items. Wade Peterson researched the cost of the iPads and received 2 quotes that are attached. He is recommending SCW (Southern Computer Warehouse) quote of \$9,560.60 for the twenty (20) 9th generation – tablet - 64 GB – 10.2 IPS (2160 x 2+30) and Keyboards with folio cases. The monetary transfer is excess budget from Engineering savings in salaries and wages due to unfilled positions.

Account Number	Department	Budget	Debit/(Credit)	Amended Budget	Balance YTD
100-30-53100-120-000	General Fund - Mapping & Engineering Support - Engineering Wages	83,652	(9,560.60)	74,091.50	18,039.66
100-10-51450-814-000	General Fund – Data Processing – Equipment Purchases	0.00	9,560.60	9,560.60	0.00

Moved by Sloan, seconded by Petty and carried that **Resolution No. 22-103** be approved-9 ayes.

Resolution No. 22-104

APPROVING AN INTERGOVERNMENTAL AGREEMENT AND BYLAWS FOR THE CREATION OF THE BARABOO AREA JOINT FIRE AND EMERGENCY MEDICAL SERVICES DISTRICT

WHEREAS, sections 60.55, 60.565, 61.64, 61.65, 62.13, and 62.133, Wis. Stats., authorize cities, villages and towns in the State of Wisconsin to provide, and contract for, fire protection and emergency medical services; and

WHEREAS, section 66.0301, Wis. Stats., authorizes cities, villages and towns to enter into contracts with each other for the furnishing of services and/or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, the City of Baraboo, Village of West Baraboo, and Towns of Baraboo, Fairfield, and Greenfield, (the “Municipalities”) have been operating, together with the Towns of Excelsior and Sumpter, a joint emergency medical service entitled the Baraboo District Ambulance Service (the “District”) by mutual agreement for several years; and

WHEREAS, the Municipalities desire to provide for the provision of fire protection and emergency medical services on a cost effective and efficient basis. The Towns of Excelsior and Sumpter do not wish to participate; and

WHEREAS, the District and Municipalities formed a Consolidation Committee to develop an intergovernmental agreement for the joint provision of fire protection and emergency medical services. The Consolidation Committee prepared with the assistance of staff and legal counsel, and recommends approval of, the attached Intergovernmental Agreement and Bylaws; and

WHEREAS, the District Commission approved the attached Intergovernmental Agreement and Bylaws.

NOW, THEREFORE, BE IT RESOLVED by the City of Baraboo Common Council that the attached Intergovernmental Agreement and Bylaws is hereby approved.

Moved by Ellington, seconded by Petty and carried that **Resolution No. 22-104** be approved-9 ayes.

Resolution No. 22-105

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT Interim Police Chief Rob Sinden, on behalf of the Baraboo Police Department, is authorized to execute the Memorandum of Understanding with the WI Department of Administration (DOA) accepting \$32,178.58 of Department of Administration (DOA) funds, or "ARPA Funds", from the Coronavirus State Fiscal Recovery Fund.

Moved by Thurow, seconded by Ellington and carried that **Resolution No. 22-105** be approved-9 ayes.

NEW BUSINESS – ORDINANCES

Motion by Sloan, seconded by Ellington and carried unanimously to approve the 1st reading of **Ordinance No. 2601** amending §7.24(4) Traffic Code, Penalty, Code of Ordinances.

1. Section 7.24(4) Traffic Code, Penalty, Code of Ordinances, is amended as follows:

(4) PENALTY FOR PARKING VIOLATIONS. The forfeiture for parking violations, other than those violations charged as a violation of State Statutes, adopted by reference in §7.01 of this chapter, shall be as hereinafter provided in addition to any costs associated with the prosecution thereof which are required or authorized by State Statutes as follows:

(a) The penalty for violation of §7.09(19) of this Chapter shall be a forfeiture of not less than \$30.00, nor more than \$300.00.

(b) When the motor vehicle weighs less than 8,000 pounds, the penalty for violation of §7.09 (4), (5), (6), (7), (8), (9), (10), (11), (12), , (16), (17), and (20) and §7.14 of this Chapter shall be as follows: (1922 11/11/97, 2422 09/23/2014) 1. \$10.00 if paid within 10 days of the issuance of the violation citation. 2. \$20.00 if paid after 10 days.

(c) When the motor vehicle weighs 8,000 pounds or more, the penalty for violation of §7.09 (4), (5), (6), (7), (8), (9), (10), (11), (12), , (16), (17), and (20) of this Chapter shall be as follows: 1. \$25.00 if paid within 10 days of the issuance of the violation citation. 2. \$35.00 if paid after 10 days

(d) The penalty for violation of §7.09(3) of this Chapter shall be as follows: 1. \$10.00 if paid within 10 days of the issuance of the violation citation. 2. \$20.00 if paid after 10 days. (1560 2/90; 1624 8/91)

(e) The penalty for violation of §7.09(21) of this Chapter shall be a forfeiture of not less than \$20.00 nor more than \$40.00 for the first offense and not less than \$50.00 nor more than \$100.00 for the second or subsequent offense within a 12 month period. (2030 09/12/2000)

2. This Ordinance shall take effect upon passage and publication as provided by law and have an effective date commensurate with the sale of said property.

COMMITTEE OF THE WHOLE

Moved by Ellington, seconded by Sloan, to enter Committee of the Whole to discuss the following:

- 2023 Preliminary Budget Draft

J. Ostrander presented a summary of the preliminary departmental revenues and expenses for 2023, reflecting a total tax levy of \$9,073,020.

Moved by Hazard, seconded by Kolb, to rise and report from Committee of the Whole and return to regular session.

ADMINISTRATOR AND COUNCIL COMMENTS

None.

REPORTS, PETITIONS, AND CORRESPONDENCE

The City officially acknowledges receipt and distribution of the following:

- **Reports:** September, 2022 – Fire Department
- **Minutes from the Following Meetings:**

Finance/Personnel Committee–Dennis Thurow Committee Room, #205

September 13, 2022

Members Present: Sloan, Kent, Petty

Absent:

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, T. Pinion, R. Sinden, Kory Hartman

Call to Order –Ald. Sloan called the meeting to order at 5:45p.m. noting compliance with the Open Meeting Law.

Moved by Kent, seconded by Petty to approve the minutes of August 23, 2022. Motion carried unanimously. Moved by Petty, seconded by Kent to approve the agenda. Motion carried unanimously.

Kory Hartman spoke on behalf of Baraboo Broadcasting regarding the televising of the Council meetings.

Action Items

- a) **Accounts Payable** – Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for **\$2,542,026.11**. Motion carried unanimously.
- b) **Acquisition & Demolition Bid** – T. Pinion explained that proposals were solicited for the removal of these buildings; 4 proposals were received. Beaver Services has worked for the City on several demolition projects in the past and based on past experience, has left very clean sites, salvaging and recycling anything he can. Adm. Bradley noted that 106 Walnut has been purchased by the developer, Circus City Apartments. Because the development agreement will not be done prior to the demolition, they have agreed to transfer ownership of the building to the City for removal. This property will be transferred back once the development has been signed. Moved by Petty, seconded by Kent to recommend to Common Council to accept the donation of 106 Walnut Street and the bid for building demolition and disposal at 106 and 103/105 Walnut Street from Beaver Service, Inc. in the amount of \$68,400. Motion carried unanimously.
- c) **eScribe Agreement** – J. Ostrander, along with Clerk Zeman, explained that city staff reviewed four different software packages for the purpose of agenda management as well as streaming meetings live on our website. She pointed out that this will allow us to bookmark the meeting videos, which can be posted on our website, as well as assist with creating agendas and minutes. We will be able to setup templates, which will keep items uniform, it allows us to set an approval process, a deadline for adding items, and the ability to go “paperless”. This could potentially be used for all meetings, agendas as well as broadcasting. Adm. Bradley noted that the current server is at the end of its useful life; this will keep us from having to replace this equipment. J. Ostrander noted that they have removed the implementation fees. Ald. Kent is concerned about those within the community that don’t have access, or the ability to use the internet to view the meetings. Ald. Sloan notes that it is part of the City’s Strategic Plan to ensure people have access to this information. Moved by Petty, seconded by Kent to recommend to Common Council to approve the proposal from eScribe for a three-year agreement for Agenda Management and Webcasting. Motion carried unanimously.

Closed Session – Moved by Petty, seconded by Kent to go into Closed Session. The Chair announced that the Finance Committee will go into Closed Session pursuant to §19.85(1)(g), Wis. Stat., to confer with legal counsel for the governmental

body who is rendering oral or written advise concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (Claim filed against City)

Members Present: Sloan, Kent, Petty

Absent:

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, T. Pinion

Open Session – Moved by Kent, seconded by Petty to return to Open Session. The Chair announced that the Finance Committee will return to Open Session as per §19.85(2) to address any business that may be the result of discussions conducted in Closed Session.

Discussion Items:

Purchasing Policy – No discussion took place; the Committee will continue to review this at future meetings. will be brought back to the next Finance/Personnel Committee meeting to continue the review.

Adjournment – Moved by Petty, seconded by Kent and carried to adjourn.

Administrative Committee
2022

September 6,

Present: Alderpersons Kathleen Thurow, Heather Kierzek, Bryant Hazard

Absent: None.

Also Present: City Clerk Brenda Zeman, Interim Police Chief Rob Sinden, Finance Director Julie Ostrander, Rob Nelson

Citizen Present: None

The meeting was called to order by Chairman Kathleen Thurow at 8:00am, with roll call and noting compliance with the Open Meetings Law.

Motion by Hazard second by Kierzek to approve the August 3, 2022, minutes.

Motion by Kierzek seconded by Hazard to approve the agenda. Motion carried unanimously

Action Items:

- a) Review and recommendation to the Common Council for a Reserve “Class B” Combination License for The Relish Tray Bistro, LLC, 106 4th Ave.

Interim Police Chief Rob Sinden reported no issues. City Clerk Brenda Zeman indicated that city has four (4) reserve licenses remaining.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously

- b) Review and recommendation to the Common Council on approving the following Temporary Liquor Licenses (aka Picnic License):

- i. Downtown Baraboo, Inc., 2022 Brew Ha Ha, 9-23-2022

Interim Police Chief Rob Sinden commented that they have self-policed very well.

Motion by Kierzek seconded by Hazard to approve. Motion carried unanimously

- ii. Baraboo Young Professionals, Baraboo Night Market, 9-16-2022

Interim Police Chief Rob Sinden commented that they have self-policed very well.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously

- iii. Baraboo Acts Coalition, Celebrate Sauk, 9-23-2022

New application therefore Interim Police Chief Sinden had questions but will see how it goes. Since there were conflicting dates, the motion assumes the actual event to be held on 9-24-2022 and Clerk

Brenda Zeman will verify. Mayor Rob Nelson is on the board of Baraboo Acts Coalition, and he was sure the date should be 9-24-2022. This issue will be resolved before it is approved by council.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously.

- c) Review and recommendation to the Common Council on Ginger Stromberg's application for an Operator's License.

Interim Police Chief Sinden reported six (6) OWT's on Ginger's record with the last being in 2018, which affect the conditional approval and other violations that did not. Clerk Zeman pointed out that this is her appeal since she was denied initially.

Motion by Thurow seconded by Hazard to deny. Motion carried unanimously

- d) Consider Pamela Zeman's application for keeping chickens at 313 13th Ave.
a) Correspondence from tenant at 325 13th Street

Interim Police Chief Sinden stated that the necessary conditions were met. The committee members discussed whether Casey Andrew, who sent a rebuttal letter, may be part of a duplex at 325 13th street. Clerk Zeman indicated that his residence was not part of a duplex.

Motion by Hazard seconded by Kierzek to approve. Motion carried unanimously

- 3) Information Item(s):
a) Date and time of next meeting: Tuesday, September 27, 2022, at 8:00AM.

Motion to adjourn by Hazard, seconded by Kierzek at 8:15 AM and unanimously carried.

- **Copies of these meeting minutes are on file in the Clerk's office:**
Library.....9-20-2022 CDA.....8-4-2022, 9-6-2022
Ambulance.....8-24-2022, 9-6-2022
- **Petitions & Correspondence Being Referred:** None.

CLOSED SESSION

Moved by Kolb, seconded by Wedekind, to go into Closed Session. The Mayor announced that the Council will go into Closed Session pursuant to §19.85(1)(e), Wis. Stat., to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, for the purpose of possible acquisition of land.

Council Members Present: Wedekind, Kolb, Hazard, Kent, Petty, Ellington, Sloan, Kierzek, Thurow
Council Members Absent:
Others Present: Mayor Nelson, Clerk Zeman, J. Ostrander, T. Pinion

OPEN SESSION

Moved by Sloan, seconded by Wedekind, to return to Open Session. The Mayor announced that the Council will return to Open Session as per §19.85(2), Wis. Stats., to address any business that may be the result of discussions conducted in Closed Session.

Resolution No. 22-106

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the Common Council desire to take the steps necessary to create a second fire/ems station located on the east side of Baraboo, addendum A,

WHEREAS, this location has already been analyzed and found to be a viable location to serve as the substation for the east side of the city,

NOW, THEREFORE BE IT RESOLVED, the City Administrator is hereby authorized to enter into a purchase agreement with the owner and take the steps necessary to close on the property known as the southeastern approximately 2.98 acres of tax parcel 206-0298-00000 located at the northwest corner of 12th Street and Highway T for \$178,800.

Moved by Ellington, seconded by Kolb and carried that **Resolution No. 22-106** be approved-9 ayes.

ADJOURNMENT

Moved by Ellington, seconded by Kolb, and carried on voice vote, that the meeting adjourn at 8:49pm.

Brenda Zeman, City Clerk

NOTICE OF PUBLIC HEARING
City of Baraboo, Wisconsin

NOTICE IS HEREBY GIVEN that the Common Council of the City of Baraboo, Wisconsin, will hold a public hearing in the Council Chambers in the Municipal Building located at 101 South Blvd, Baraboo, Wisconsin, on Tuesday, October 25, 2022 at 7:00 o'clock p.m. for the purpose of giving an opportunity to any interested persons to be heard to consider the following matter:

The General Development Plan/Specific Implementation Plan in accordance with Steps 3 and 4 of the Planned Development process for KMD Development LLC's proposed Baraboo Bluff Condominium project, consisting of a mixture of thirty three 2- and 3-unit buildings totaling 85 units on an 18.4-acres site on the east side of Waldo Street between Parkside Avenue and Hager Street, located in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 2, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin.

Any person interested in obtaining additional information concerning the subject matter of this hearing may contact the City Engineering Department at the Municipal Building, 101 South Blvd, Baraboo, Wisconsin 53913.

PLEASE TAKE FURTHER NOTICE that the Common Council may make substantial changes in the zoning as a result of objection, debate and discussion at this hearing. For more information about the City of Baraboo, visit our website at www.cityofbaraboo.com.

/s/ Brenda Zeman, City Clerk.

To be published on: October 10 and 17, 2022 in the legal section.

CA – 1

RESOLUTION NO. 2022 -

Dated: October 25, 2022

The City of Baraboo, Wisconsin

<i>Background:</i>
Fiscal Note: (Check one) <input type="checkbox"/> Not Required <input type="checkbox"/> Budgeted Expenditure <input type="checkbox"/> Not Budgeted
<i>Comments</i>

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the Accounts Payable, in the amount of \$ _____ as recommended for payment by the Finance/Personnel Committee, be allowed and ordered paid.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

The City of Baraboo, Wisconsin

Background:

City Ordinance 3.05, Changes in Budget states, "The amount of the tax to be levied or the amounts of various appropriations, and the purpose thereof shall not be changed after approval of the budget except by a 2/3 vote of the entire membership of the Council pursuant to §65.90(5), Wis. Stats. Notice of such transfer shall be given by publication within 10 days thereafter in the official City newspaper." The City Budget includes the cost of publishing amendments.

Fiscal Note: (check one) [] Not Required [X] Budgeted Expenditure [X] Not Budgeted

Comments: Budget amendments are categorized into one of the two following definitions:

1. Supplemental Transfers: Expenditures that either exceed the original budgeted amount, or were unbudgeted, and require revenue; fund balance transfer, grant, donation, or another source to subsidize the expenditures.
2. Budgetary Transfers: Expenditures that exceed the original budgeted amount and require a transfer of excess budgeted dollars from another account to cover the deficiency of the additional outlays.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

WHEREAS, the State Statute requires budget amendment publication to happen within ten (10) days upon Council approval of said amendments,

WHEREAS, the City is required to notify the citizenry through publication in the City's official newspaper concerning the supplemental budget amendments,

WHEREAS, the City's publication process is to identify budget amendments in the fiscal note section of resolutions when spending authorizations are granted,

WHEREAS, the City Council will approve budget transfers quarterly to satisfy the legal requirement of publication, by publishing budget amendments after the Finance Committee and Common Council approves the listing,

NOW, THEREFORE BE IT RESOLVED, that the following budget amendments are authorized for publication:

- YTD 3rd Quarter, 2022 City-Wide Supplemental Budget Amendments for \$131,629
- YTD 3rd Quarter, 2022 General Fund Supplemental Budget Amendments \$60,945
- YTD 3rd Quarter, 2022 City-Wide Budgetary Transfers \$192,574

See attached memorandum and amendment schedules.

Offered by: Finance/Personnel Committee **Approved by:** _____
Mayor

Motion:

Second: **Certified by:** _____
City Clerk

City of Baraboo
YTD 2022 Budget Amendments

14 of 77

Common Council approved the following 2022 Budget Amendments at their [October 25, 2022](#) meeting:

Account Number	Department	Account Name	Original Budget	Increase/ (Decrease)	Amended Budget
100-52-53370-377-000	General Fund - Parks - RO	Trees, Seed, Sod	6,000.00	(2,520.00)	3,480.00
100-52-56110-215-000	General Fund - Forestry - F		3,000.00	2,520.00	5,520.00
240-36-84000-814-000	Streetlighting - Billing and C		-	15,350.00	15,350.00
240-36-94000-900-000	Streetlighting - Equipment I		15,350.00	(15,350.00)	-
240-36-84000-814-000	Streetlighting - Billing and C		-	319.00	319.00
240-31-49300-000	Streetlighting	Fund Balance Applied		(319.00)	(319.00)
100-31-53240-350-000	General Fund - Machinery	Repair & Maint Materials	45,000.00	(300.00)	44,700.00
100-31-53370-350-000	General Fund - Trees and I	Repair & Maint Materials	-	300.00	300.00
100-52-53370-340-000	General Fund - Parks - RO	Operating Supplies	1,000.00	(800.00)	200.00
100-52-53370-270-000	General Fund - Parks - RO	Special Services	-	800.00	800.00
100-21-52200-346-000	General Fund - Fire Protec	Uniforms	22,733.00	9,117.00	31,850.00
100-21-52200-392-000	General Fund - Fire Protec	Small Equipment Purchase	9,044.00	1,200.00	10,244.00
100-31-53270-260-000	General Fund - City Servic	Repair & Maint Serv-Buildings	51,600.00	1,410.00	53,010.00
100-31-53300-290-000	General Fund - Street Mair	Other Contracted Services	30,000.00	16,000.00	46,000.00
100-52-55200-821-000	General Fund - Parks - Par	Land or Land Improvements	-	12,870.00	12,870.00
100-53-55420-392-000	General Fund - Pool - Recr	Small Equipment Purchase	-	1,499.00	1,499.00
100-10-49300-000	General Fund - General Gc	Fund Balance Applied	(709,414.00)	(42,096.00)	(751,510.00)
560-15-56710-215-000	Economic Development Fu			108,700.00	108,700.00
560-10-49300-000	Economic Development Fu	Fund Balance Applied		(108,700.00)	(108,700.00)
870-52-55200-822-000	Park Segregated - Parks - I	Building Improvements	10,000.00	4,585.00	14,585.00
870-52-55200-861-000	Park Segregated - Parks - I	Facilities Improvements		7,950.00	7,950.00
870-53-55300-814-000	Park Segregated - Recreat	Equipment Purchases		10,394.00	10,394.00
870-52-49300-000	Park Segregated - Parks	Fund Balance Applied	(42,400.00)	(22,929.00)	(65,329.00)
100-52-56110-392-000	General Fund - Forestry - F	Small Equipment Purchase	-	283.00	283.00
100-52-56110-340-000	General Fund - Forestry - F	Operating Supplies	750.00	(283.00)	467.00
100-52-53370-340-000	General Fund - Parks - RO	Operating Supplies	1,000.00	(800.00)	200.00
100-52-53370-270-000	General Fund - Parks - RO	Special Services		800.00	800.00
950-36-81000-350-000	Stormwater Utility - Sewer	Repair & Maint Materials	12,000.00	(4,000.00)	8,000.00
950-36-83100-340-000	Stormwater Utility - Sewer	Operating Supplies	2,000.00	4,000.00	6,000.00
100-14-56300-210-000	General Fund - Planning - I	Publishing		250.00	250.00
100-14-56300-310-000	General Fund - Planning - I	Office Supplies	100.00	(100.00)	-
100-14-56300-390-000	General Fund - Planning - I	Other Supplies & Expense	50.00	(50.00)	-
100-14-56300-343-000	General Fund - Planning - I	Postage	100.00	(100.00)	-
100-52-55200-340-000	General Fund - Parks - Par	Operating Supplies	9,500.00	(300.00)	9,200.00
100-53-55300-250-000	General Fund - Recreation		3,700.00	300.00	4,000.00
100-11-51900-390-000	General Fund - Other Gen	Other Supplies & Expense	3,326.00	389.00	3,715.00
100-11-51500-310-000	General Fund - Finance - F	Office Supplies	1,000.00	(389.00)	611.00
870-52-48500-000	Park Segregated - Parks	Donations and Contributions	(25,000.00)	(800.00)	(25,800.00)
870-52-55200-300-000	Park Segregated - Parks - I	Operating Expense		800.00	800.00
720-52-48400-000	Insurance Fund	Insurance Recoveries		(38,457.00)	(38,457.00)
720-52-55200-861-000	Insurance Fund	Facility Improvements		38,457.00	38,457.00
720-21-48400-000	Insurance Fund	Insurance Recoveries		(457.00)	(457.00)
720-21-52200-340-000	Insurance Fund - Fire Insur	Operating Expense		457.00	457.00
100-15-56710-290-400	General Fund - Economic I	Other Contracted Services-Desi		584.00	584.00
100-15-49300-400	General Fund - Economic I	Fund Balance Applied-Marketing		(584.00)	(584.00)

CA - 3

RESOLUTION NO. 2022 -

Dated: October 25, 2022

The City of Baraboo, Wisconsin*Background:*

Fiscal Note: (Check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments

Resolved, by the Common Council of the City of Baraboo, confirms the Mayor's appointments as follows:

THAT, Dick Whitehurst be reappointed to the Pink Lady Rail Commission serving until October 31, 2024.

THAT, Thomas Pringle be appointed to the Pink Lady Rail Commission serving until October 31, 2023.

Offered By: Consent
Motion:
Second:

Approved by Mayor: _____
Certified by City Clerk: _____

RESOLUTION NO. 2022 -

Dated: October 25, 2022

The City of Baraboo, Wisconsin

Background: In 1981, Alma Waite, a descendant of the circus wagon-building Moeller brothers, donated nearly three-quarters of a million dollars to the City to be used for qualifying events/projects within the community. Today, this money is administered by the City in a special account known as the “Alma Waite Fund.”

This year, the City received two (2) application for funds for 2023. The applications have been reviewed by City staff and the staff confirms the applications meet the minimum eligibility requirements. The applications are as follows:

1. Requesting \$ 10,000 – Baraboo Children’s Museum
2. Requesting \$10,000 – Concerts on the Square

Per City Code, the Finance/Personnel Committee is tasked with reviewing the applications and making a recommendation to Council regarding whether to grant the request(s) for funds. If the Council grants the request(s), the recipient(s) will be required to contract with the City stating, in part, that the money will be used as described in the application.

Please see the attached Alma Waite Report.

Fiscal Note: (check one) [] Not Required [x] Budgeted Expenditure [] Not Budgeted

Comments Available funding for the 2023 budget is \$2,991.09. Total requests are \$20,000. A determination will need to be made on this award.

Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:

THAT the following applications for funds from the City’s Alma Waite Fund are approved for fiscal year 2023:

1. Baraboo Children’s Museum – In the amount of \$1,500
2. Concerts on the Square - In the amount of \$1,500

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the appropriate contracts on behalf of the City as required by §27.01(2)(f) of the Baraboo Municipal Code.

Offered by: Finance Committee
Motion:
Second:

Approved: _____

Attest: _____
 City Clerk

Revenue:	2022 YTD September 30th		
	Original Budget	Amended Budget	YTD Actual
Interest on Investments, net of fees	\$ 6,550	\$ 6,550	\$ 7,350
Fund Balance Applied	6,146	6,146	-
Total Revenues	\$ 12,696	\$ 12,696	\$ 7,350

Expenditures:	2022 YTD September 30th		
	Original Budget	Amended Budget	YTD
Required:			
25% Annual Interest Earnings got into original Fund	\$ 1,638	\$ 1,638	\$ 1,837
2022 Promised requests			
City of Baraboo Parks & Recreation	6,000	6,000	6,000 Not Spent
Friends of Baraboo Park Challenge	-	-	1,500 Not Spent
Baraboo concerts on the Square	3,558	3,558	3,558 Spent
Total Required & Promised expenditures	11,196	11,196	12,895

Net of Required & Promised Expenditures and Revenue (5,545.64)
Expendable Fund Balance, Beginning of Year 8,536.73
Expendable Fund Balance, Oct 1 \$ 2,991.09

	2023 Requests	Approved Request
Baraboo Childrens Museum 2023	10,000.00	1,500.00
Concerts on the Square 2023	10,000.00	1,500.00
Total 2023 Requests	\$ 3,000.00	\$ 3,000.00
Amount (Over) Under What's Available	\$ (9.00)	\$ (9.00)

Note: Create Award Letters to Applicants letting them know to invoice the City.

Anticipated Expendable Fund Balance:	2022 YTD September 30th Actual
Expendable Fund Balance, beginning of year 2022	\$ 8,537
Change in Expendable Fund Balance through Setember 30, 2022	(5,546)
Expendable Fund Balance, September 30, 2022	\$ 2,991

Anticipated Non-Expendable Fund Balance:	Actual YTD September 30th
Non-expendable fund balance, beginning of year	\$ 1,191,132
Change in non-expendable fund balance	1,837
Non-expendable fund balance, ending of year	\$ 1,192,969

Background: The City Council approved a Development Agreement with KMD Development LLC at their July 12th meeting for this proposed development and there was a lot of public comment about this project citing concerns primarily related to traffic, storm water runoff, and the proximity of the walking path to the neighboring property lines.

Although the developers could attempt to rezone the property to an R-3 Three- and Four-Family Residential zoning classification that allows single-family dwellings, two-family dwellings, three-unit multifamily residential and four-unit multifamily residential buildings as permitted uses and subdivide the property in accordance with the provisions of the City's Subdivision and Platting ordinance. That ordinance also regulates condominium developments the same as subdivisions. As part of the staff review of this proposed project, the owners expressed a strong preference to follow the planned unit development process and have the property zoned with a Planned Development Zoning Overlay. This approach actually gives the City a higher degree of control compared to the alternative.

The developer decided to proceed with a PUD Overlay Zoning request and the Plan Commission reviewed a Conceptual Plan for this project at their July meeting. Several neighbors of this proposed development express concern about storm water management, the proximity of the proposed walking path to their property boundaries, and the increased traffic and its effect on the intersection of Waldo and South Blvd. The Plan Commission offered generally positive non-binding and informal feedback to the developer and encourage them to take the public comments into account.

The developers submitted a General Development Plan (GDP) and a draft Specific Implementation Plan (SIP) for the first phase of their proposed development for the Plan Commission's review at their September meeting. The GDP describes the proposed development of the entire 18.4-acre site that is located on the east side of Waldo Street between Hager Street and Parkside Avenue. The existing zoning classification is A-1 Agricultural Transition. The owners intend to develop an 85-unit condominium development on this property using a mixture of 2-unit and 3-unit buildings, with an interior network of private roadways. The developer intends to install the sanitary sewer, water main, and storm sewer to the City's standard specifications with an expectation to dedicate these utilities to the City for their future maintenance and operation.

As part of the PUD process, the Developer's GDP was favorably reviewed by the Plan Commission at their September 20th meeting and forwarded to the Council for a public hearing with a unanimous recommendation to approve the PUD Overlay Zoning and the GDP. The Plan Commission did not take action on the draft of the SIP for the first phase of the development and requested the developers provide some additional details for a future meeting.

Fiscal Note: (check one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted
Comments:

THE COMMON COUNCIL OF THE CITY OF BARABOO, WISCONSIN, DO
ORDAIN AS FOLLOWS:

1. Section 17.18(4)(d), Code of Ordinances, is amended as follows:

**17.18 ESTABLISHMENT OF DISTRICTS AND INCORPORATION OF
ZONING DISTRICT MAP**

- (4) DISTRICT BOUNDARIES AND MAP AMENDMENTS.

- (d) Planned Unit Development. The following Planned Unit Development is approved and incorporated into the zoning map: 2022-05.

2. The attached General Development Plan for Baraboo Bluffs Condominium is approved as part of Planned Unit Development 2022-05. 19 of 77

This Ordinance shall take effect upon passage and publication as provided by law.

Mayor's Approval: _____

Clerk's Certification: _____

I hereby certify that the foregoing Ordinance was duly passed by the Common Council of the City of Baraboo on the _____ day of November, 2022 and is recorded on page ____ of volume ____.

City Clerk: _____

**GENERAL DEVELOPMENT PLAN (GDP)/SPECIFIC IMPLEMENTATION PLAN
BARABOO BLUFF CONDOMINIUM, A 33-BUILDING, 85-UNIT DEVELOPMENT
PROJECT ON A 18.77-ACRE SITE ON THE EAST SIDE OF WALDO STREET
BETWEEN PARKSIDE AVENUE AND HAGER STREET, IN THE SE ¼ OF THE SW
¼ AND THE SW ¼ OF THE SE ¼ OF SECTION 2, T11N, R6E, CITY OF BARABOO,
SAUK COUNTY, WISCONSIN FOR KMD DEVELOPMENT LLC**

KMD DEVELOPMENT LLC is requesting that their vacant 18.77 acres of property on the east side of Waldo Street between Parkside Avenue and Hager Street be zoned as a Planned Unit Development (PUD) under the City of Baraboo's Zoning Code upon the following General Development Plan submitted for approval pursuant to 17.36B(7), of the Baraboo Code of Ordinances:

1. The real property involved in this General Development Plan (GDP) consists of that property located on the east side of Waldo Street, between Parkside Avenue and Hager Street, more particularly described as follows:

Being a part of Lot 3, all of Lot 4 of Certified Survey Map No. 2184 as recorded in Volume 9 of Certified Survey Maps on pages 2184 and 2184A as Document No. 530685, and all of Outlot 1 of Parkside Subdivision as recorded in Volume C Page 181 as Document No. 599807, all in the SE ¼ of the SW ¼ and the SW ¼ of the SE ¼ of Section 2, Town 11 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin, described as follows:

Containing 801,332 square feet, more or less.

2. The property is currently vacant.
3. The property is presently zoned A-1 Agricultural Transition. The specific intention of the property developer is to construct an 85-unit multi-family residential condominium development that will consist of a mixture of two-unit and three-unit buildings and a clubhouse with an interior network of private roadways. The developer intends to install the sanitary sewer, water main, and storm sewer to the City's standard specifications with an expectation to dedicate these utilities to the City for their future maintenance and operation
4. The property is specifically approved for an 85-unit multi-family residential condominium development with a clubhouse. The Development Agreement between the City of Baraboo and the Developer, KMD Development, LLC is attached to this document as Exhibit "A". The use of the property, the buildings and parking stalls shall not be changed from such use without the modification of this GDP and subsequent approval by the City's Common Council.
5. Signs upon the property shall be allowed pursuant to the Baraboo Sign Ordinance, §17.80, Code of Ordinances.
6. The terms of this GDP shall be covenants running with the land, and applicable not only to the petitioner, but to any and all subsequent owners as well.

EXHIBIT "A"

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “**Agreement**”) is entered into as of June 28, 2022 (the “**Effective Date**”) by and among the City of Baraboo (“**City**”), a Wisconsin municipal corporation, and KMD Development LLC, a Wisconsin limited liability company (“**Developer**”).

RECITALS

A. Developer owns real estate in the City with tax key numbers of 206-1079-20000, 206-1079-30000, and 206-2745-07700 (located between Waldo Street and Parkside Avenue) and as further described on the **Exhibit A** attached hereto and incorporated herein by reference (the “**Property**”).

B. Developer, pursuant to the terms and conditions of this Agreement, intends to develop a condominium subdivision on the Property that includes eighty-five (85) condominium units comprised of two-unit and three-unit condominium buildings (the “**Project**”).

C. The City further believes that the Project, as described in this Agreement, is in the best interests of the City and its residents and is reasonably consistent with the public purposes and the development expectations of the City, including, but not limited to, expanding tax base and employment opportunities within the City.

D. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Project, including, without limitation, the installation of public sanitary sewer facilities, water mains and water service laterals, the grading of public and private lands, erosion and stormwater runoff control and street improvements to serve the Project.

NOW, THEREFORE, the City and Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, each agrees as follows:

AGREEMENT

ARTICLE I – REQUIRED INFORMATION

1.1 Required Information. The City shall have no obligations under this Agreement, and shall have the right to terminate this Agreement in accordance with the provisions of Section 1.2 below, if the Required Information (as defined below) has not been timely provided to the City in a form and in substance reasonably acceptable to the City. On or before August 31, 2022, Developer shall provide to the City the following required information related to the anticipated development of the Property (collectively, the “**Required Information**”) and such other documentation as the City may request, both in form and in substance acceptable to the City:

(a) A title policy issued by a title insurance company licensed to do business in Wisconsin identifying Developer as the owner of the fee interest in the Property and containing copies of all easements, restrictions, encumbrances, leases or other documents of record affecting the Property (collectively, “**Exceptions**”). None of the Exceptions shall interfere with the proposed development and use of the Project.

(b) A schedule for the construction of Developer Improvements (as defined below) and identifying the following for the Project:

- (i) Intended commencement and completion date,
- (ii) Reasonably estimated costs associated with the construction, and
- (iii) Reasonably estimated value, upon completion, of the intended improvements to be constructed on the Property.

(c) Documentation confirming that Developer has complied with all necessary federal, state, county, and municipal laws, ordinances, rules, regulations, directives, orders, and requirements necessary to obtain the governmental approvals relating to the Project. Developer shall also provide copies of all approvals by all applicable government bodies and agencies.

(d) A copy of the final site construction plans and complete specifications for the intended construction related to the Project that are consistent with the provisions of this Agreement (the “**Final Plans**”). The Final Plans must be certified as final and complete and be signed by Developer, the consulting engineer, architect and the general contractor (as applicable) and approved by the City in writing.

(e) All documents authorizing the construction and financing of the Project and directing the appropriate officer of Developer to execute and deliver this Agreement and all other agreements, documents and contracts required to be executed by it in connection with the transactions which are the subject of this Agreement (including, without limitation, authorizing resolutions of Developer).

1.2 Termination Rights. If Developer fails to fully and timely provide the Required Information, as determined in the sole discretion of the City, the City shall have the right to terminate this Agreement and shall have no obligations under this Agreement.

ARTICLE II- DEVELOPER OBLIGATIONS

2.1 Improvements. Developer shall make, at Developer’s own expense, the following improvements and perform the following work on the Property subject to the Final Plans and pursuant to the other terms and conditions of this Agreement (collectively, the “**Developer Improvements**”):

(a) Developer shall commence construction of the Project (installing footings for the first condominium building(s)) on or before November 15, 2022, and the Project shall consist of condominium buildings and other improvements consistent with the Final Plans. Upon commencement of such work, Developer shall proceed to the full completion of all of the improvements set forth in this Section 2.1 with due diligence and without unreasonable delay or interruption with the exception of force majeure events, if any, as defined in Section 15.10 below. The Project shall be completed substantially in accordance with the Final Plans, this Agreement and all applicable building and zoning codes and ordinances. On or before December 31, 2024 (the “**Performance Date**”), all Public Improvements (as defined below) shall be completed and accepted by the City. The developer anticipates to have up to six phases and will build out according to market demands.

(b) Developer shall complete the installation of all municipal infrastructure necessary to service the Project, including, without limitation, the public improvements set forth in **Exhibit B** attached hereto and incorporated herein by reference (the “**Public Improvements**”), consistent with the Final Plans and all applicable laws and regulations related to the construction of such public improvements (including, without limitation, as set forth in Section 2.4 below). For the avoidance of any doubt, Developer shall include in the Final Plans submitted to the City all plans and specifications for all of the Public Improvements. The Final Plans shall, among other things, meet City standards requirements for design and construction of Public Improvements for a development in the City. Upon receiving all necessary approvals by the City (which may be withheld for any lawful reason), Developer shall donate the Public Improvements to the City.

(c) Developer shall promptly pay for all City impact fees. As additional consideration to Developer for this Agreement and as long as no Default exists under this Agreement, the City agrees to defer the due date for the payment of impact fees to on or before thirty (30) calendar days after the earlier of Developer receiving: (i) a certificate of occupancy for each of the duplex buildings, or (ii) a certificate of substantial completion from Developer’s architect for the Project related to each three-unit condominium buildings on the Property.

(d) Developer shall install all private streets through the Property necessary to serve the Project and shall provide public access to said private streets to and from Waldo Street and Parkside Avenue.

(e) Developer shall be responsible for landscaping on the Property, including trees, shrubs, seeding or sod.

(f) Developer shall install, or have installed, all electric, gas, fiber-optic, telephone and cable services and all improvements for the use and operation of the Project.

(g) Developer shall install, or have installed, all sanitary sewer and water laterals on the Property, as well as connections of such laterals to new or existing sewer and water mains.

(h) Developer shall install, or have installed, all storm water drainage systems and facilities on the Property, including drain tiles, pipes, detention ponds and retention ponds, consistent with all applicable laws, regulations and specifications for such systems and facilities.

(i) Developer shall be responsible for all erosion control related to construction of all improvements on the Property.

(j) Developer shall be responsible for all costs related to the work to be performed by Developer under this Agreement, including, but not limited to, all engineering, inspections, materials, labor and permit, impact and license fees.

The obligations on the Developer under this Agreement shall be deemed covenants running with the land and shall be applicable to Developer’s successors and assigns and all other persons or entities acquiring any interest in the Property; provided, however, this Agreement shall automatically terminate on the earlier of: (a) the twentieth (20th) anniversary of the Effective Date, or (b) upon the payment in full of the special assessment on the Property related to the Waldo Street improvements. Either the City or Developer may record a memorandum acknowledging such termination.

2.2 Progress and Quality of Work. Upon commencement of the project the developer shall proceed to the full completion of the infrastructure part of the project with the possibility it will be done in stages and that the individual buildings will be built in phases subject to ongoing sales.

2.3 Compliance Obligations. The Project shall be completed in accordance with all applicable laws, regulations, ordinances and building and zoning codes and the Developer shall obtain and maintain all necessary permits and licenses for the Project. The City shall, at Developer's cost, reasonably cooperate with the Developer in connection with obtaining necessary permits and licenses for the Project.

2.4 Design, Construction and Installation of Public Improvements. Pursuant to and in reliance on Wis. Stat. §62.15(1e), Developer shall design, construct and install, at Developer's own expense, the Public Improvements pursuant to the applicable regulations, codes, standards and specifications established by the City's Department of Public Works and the State of Wisconsin to support the Project. Developer shall also provide to the City as-built construction records for the Public Improvements in an electronic format acceptable to the City.

2.5 Improvements Donation and Easements. Pursuant to and in reliance on Wis. Stat. §62.15(1e), Developer shall donate all Public Improvements to the City pursuant to the terms of this Agreement. If the City determines (in the City's sole discretion) that easements are necessary for furtherance of utilities servicing the Project, including, but not limited to, sewer, water, lighting, gas or electricity, Developer shall dedicate, donate or convey such easements at no cost to the City. Upon the conveyance of any storm water detention pond(s) on the Property from Developer to the City, Developer agrees to provide to the City an access easement (to the extent necessary and in form and substance acceptable to the City) to access the portion of the Property conveyed to the City that includes such pond(s).

2.6 Acceptance of Improvements Donation or Work. The City, or its designee, shall inspect the Public Improvements intended to be donated as they are installed and, if acceptable to the City Engineer, or his/her designee (in his/her sole discretion), certify such improvements as being in compliance with the standards and specifications of the City. Developer shall assume all reasonable third-party inspection services and construction engineering review costs incurred by the City. Before obtaining certification of the Public Improvements, the Developer shall present to the City valid lien waivers from the general contractor for all persons providing materials or performing work on the Public Improvements. Certification by the City Engineer does not constitute a waiver by the City of the right to pursue its default remedies for defects in or failure of any of the Public Improvements that are detected or which occur following such certification.

Developer further agrees that the donation or dedication of right-of-way improvements and the required Public Improvements and utility easements will not be accepted by the City until they have been inspected and approved (in their sole discretion) by the City Engineer. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by a certified agency. Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City's acceptance of the water system. Developer shall be responsible for all corrective work for Developer's water system installation. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and acceptance of the system by the City, ownership and control of the system shall be turned over without any restrictions to the City.

Developer agrees to provide for maintenance and repair of all Public Improvements constructed by Developer until such improvements are formally donated and dedicated to and accepted by the City through resolution of the City's Common Council. The City will provide timely notice to Developer whenever inspection reveals that a Public Improvement does not conform to the standards and specifications found in the Final Plans or is otherwise defective. Developer shall have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City shall not declare a Default under this Agreement during the thirty (30) day cure period on account of any such defect unless Developer has failed to commence a cure, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. The City agrees to accept Developer's donation, dedication or conveyance of right-of-way and utility easements by Resolution of the City Council following certification by the City of the Public Improvements.

2.7 Guarantee of the Work. All guarantees or warranties for materials or workmanship for the Public Improvements shall be for a period of not less than two (2) years from the date of acceptance by the City and shall be assigned by Developer to the City (as beneficiary). Developer shall reasonably cooperate with the City in enforcing any such guarantees or warranties against the applicable contractor(s).

2.8 Indemnification and Insurance Required of Private Contractors. Developer hereby expressly agrees to indemnify and hold the City harmless from and against all claims, costs and liability related to any damage to Property or injury or death to persons caused by the Developer's performance of any work required of the Developer under this Agreement, unless the cause is due to the willful misconduct by the City or a breach of any applicable law by the City.

2.9 Compliance with Law. Developer shall comply with all applicable laws, ordinances, and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect public health, the Developer shall be subject to any applicable laws, ordinances and regulations that become effective after approval.

2.10 Payment of Taxes. Developer shall timely pay and discharge all taxes, assessments and other governmental charges upon the Property when due.

2.11 Time is of the Essence. Time is of the essence with reference to Developer's obligation to commence and complete the Developer Improvements. Developer acknowledges that the timely performance of its respective work under this Agreement is critical to the collection of the tax increment upon which the parties are relying for the performance of their respective obligations under this Agreement.

ARTICLE III- CITY IMPROVEMENTS

3.1 City Work. Within thirty (30) days after receipt of the commencement of construction and applicable Required Information, the City shall commence designing the City Improvements (as hereinafter defined). The City shall install the improvements and perform the work listed in **Exhibit C** attached hereto and incorporated by reference (the "**City Improvements**") and pursuant to the terms of this Agreement. If the City Improvements are not completed within the timeframes provided in **Exhibit C**, solely as a result of acts or omissions by the City (for example and for the avoidance of any doubt, force majeure events are not acts or omissions by the City) and not as a result of untimely performance by Developer, any performance dates applicable to Developer Improvements that require the City

Improvements (or any of them) to be complete shall be automatically extended for the same period of time as the delay of the completion of the City Improvements.

3.2 Special Assessments. The Developer acknowledges and agrees that the City will special assess the Property for all costs incurred by the City related to the City Improvements and the Project as permitted by applicable laws, regulations and ordinances, including, without limitation, Chapter 8, Section 8.08 (Public Improvements and Assessments) of the City's General Code of Ordinances.

ARTICLE IV-ACCESS, INSPECTIONS AND CONTRACTORS

4.1 Access and Inspections. Developer hereby grants to the City, its agents, employees, officials, representatives, contractors and consultants the right to enter upon the Property at all reasonable times (upon reasonable advance notice to Developer) for the purpose of facilitating the City's inspection of the Property and the Project.

4.2 Inspections for City's Benefit Only. All inspection conducted by the City or its agents shall be deemed to have been for the City's own benefit and shall in no way be construed to be for the benefit of or on behalf of Developer. Developer shall not (and hereby each waives any right to) rely in any way upon such inspections, appraisals or determinations of the City.

4.3 Contractors and Consulting Engineers. At any time, the City shall have the right to retain consulting engineers and architects to perform services for the City (which shall be at the City's expense, unless the City must perform multiple inspections as a result of Developer's failure to meet the Final Plans) including, without limitation:

- (a) to make periodic inspections with reasonable advance notice to Developer for the purpose of assuring that construction is in accordance with the Final Plans and the requirements of this Agreement;
- (b) to advise the City of the anticipated cost of, and a time for, the completion of construction work; and
- (c) to review and advise the City of any proposed changes in the construction of the Project.

The City's selection of, and reliance upon, the consulting engineers and architects shall not give rise to any liability on the part of the City for the acts or omissions of the consulting engineers or architects or their employees or agents.

Contractors selected for the Project shall be qualified in the City to perform the work, shall be licensed to do business in the State of Wisconsin, shall have experience in providing the type of work and materials required of Developer Improvements, and shall have a good reputation for diligent performance of their obligations under their respective contracts.

ARTICLE V- ZONING, LAND USE AND RESTRICTIVE COVENANT

5.1 Zoning Compliance. Development on the Property under this Agreement shall be in compliance with the applicable zoning ordinance and land use guidelines applicable to the Property and shall be subject to the payment of any applicable impact fees in the amounts applicable at the time each

required permit is issued. Nothing in this Agreement shall obligate the City to grant variances, re-zoning, exceptions or conditional use permits related to the Project.

5.2 Tax Status/Restrictive Covenant. Without the prior written consent of the City (which may be withheld for any reason), Developer shall not use or permit the use of the Property in any manner which would render such Property exempt from Property taxation. Developer agrees to record a deed restriction or restrictive covenant against the Property prior to any sale or leasing of the Property to make any subsequent purchasers or users of any portion of the Property subject to this provision. The deed restriction or restrictive covenant shall permit, but shall not obligate, the City to enforce such deed restriction or restrictive covenant and shall be in form and in substance reasonably acceptable to the City. However, Developer shall not have a continuing obligation for compliance with this provision as to any portion of the Property in which Developer no longer maintains an interest as owner, tenant or occupant provided that Developer has timely recorded the deed restriction or restrictive covenant as approved by the City. Notwithstanding any provision herein to the contrary, the foregoing deed restriction and restrictive covenant set forth in this Section 5.2 shall terminate and be of no further force or effect on and after the twentieth (20th) anniversary of the Effective Date.

ARTICLE VI- ASSIGNMENTS AND CHANGES OF CONTROL

6.1 Assignments and Change of Control. This Agreement shall not be assignable by Developer without the prior written consent of the City (which may be withheld by the City for any reason). The ownership or control of Developer shall not be transferred to any person or entity without the prior written consent of the City (which may be withheld by the City for any reason). The prohibition on the transfer of ownership or control shall not be applicable in the event of the death of a member and the interest being transferred is the deceased member's interest. The term "ownership or control" shall mean 20% or more of the Ownership Interests in Developer. For the purposes of this Agreement, "**Ownership Interests**" shall mean the members' right to share in distributions and other economic benefits of Developer, the members' right to participate in decision making, or both. The current members of Developer are identified on **Exhibit D** attached hereto and incorporated herein by reference.

ARTICLE VII- DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Developer Representations, Warranties and Covenants. Developer represents, warrants and covenants that:

- (a) it is a limited liability company duly formed and validly existing in the State of Wisconsin, has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business, and is in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition;
- (b) it has full authority to execute and perform this Agreement and has obtained all necessary authorizations to enter into, execute and deliver this Agreement;
- (c) the execution, delivery, and performance of its respective obligations pursuant to this Agreement will not violate or conflict with its articles of organization, operating agreement or any indenture, instrument or agreement by which it is bound, nor will the execution, delivery, or performance of its obligations pursuant to this Agreement violate or conflict with any law applicable to it or the Project;

(d) this Agreement constitutes (and any instrument or agreement that it is required to give under this Agreement when delivered will constitute) legal, valid, and binding obligations of it enforceable against it in accordance with their respective terms;

(e) it will expeditiously complete the development and construction of Developer Improvements and the Project in a good and workmanlike manner and in accordance with all acceptable statutes, ordinances and regulations, any restrictions of record and the Final Plans provided to the City regarding the Project;

(f) it will not make or consent to any material modifications to the Final Plans without the prior written consent of the City;

(g) it will discharge all claims for labor performed and materials, equipment, and services furnished in connection with the construction of Developer Improvements; nothing contained in this Agreement shall require Developer to pay any claims for labor, services or materials which it, in good faith, disputes and is currently and diligently contesting, provided, however, that it shall, within ten (10) days after the filing (or the assertion) of any claim of lien that is disputed or contested by Developer, obtain and record (if required by the City) a surety bond sufficient to release said claim or lien or provide the City with other such assurances that the City may reasonably require;

(h) it will take all reasonable steps to forestall claims of lien against the Property (any part thereof or right or interest appurtenant thereto) or any personal Property and fixtures located or used in connection with the Property;

(i) it will maintain, at all times during construction, a policy of builder's risk completed value and contractor's multiple perils and public liability, extended coverage, vandalism and malicious mischief hazard insurance covering the Property in at least the amount of the full replacement, completed value of the improvements on the Property;

(j) it will pay and discharge all taxes, assessments and other governmental charges upon the Property when due, as well as claims for labor and materials which, if unpaid, might become a lien or charge upon the Property;

(k) it will promptly furnish to the City written notice of any litigation affecting Developer and any claims or disputes which involve a material risk of litigation against Developer;

(l) it shall deliver to the City revised statements of estimated costs of the construction for Developer Improvements showing changes in or variations from the original cost statement provided to the City as soon as such changes are known to Developer;

(m) it shall provide to the City, promptly upon the City's request, any information or evidence deemed reasonably necessary by the City related to performance of Developer under this Agreement to enable the City to timely and accurately complete any accounting or reporting requirements applicable to the City related to the transactions under this Agreement; and

(n) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Developer is pending or threatened, and no other event has occurred which may materially adversely affect Developer's financial condition or

properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by the City in writing; and

(o) there are no delinquent outstanding personal Property taxes, real estate taxes, or special assessments affecting the Property.

7.2 Execution Representations and Warranties. The person(s) signing this Agreement on behalf of Developer represent and warrant that he/she/they have full power and authority to execute this Agreement on behalf of Developer and to bind Developer to the terms and conditions of this Agreement.

7.3 Cooperation. Developer warrants that it shall exercise all reasonable diligence and expend all commercially reasonable efforts to undertake its obligations under this Agreement.

ARTICLE VIII – CITY REPRESENTATION AND WARRANTIES

8.1 City Representations and Warranties. The City represents and warrants that:

(a) It is a body politic of the State of Wisconsin with full power and authority to enter into this Agreement and that all statutory procedures and requirements have been followed, fulfilled and satisfied in connection with the approval of this Agreement and the authorization of all City obligations required by this Agreement; and

(b) The individuals signing this Agreement on behalf of the City have full authority to do so and upon such execution by such individuals, this Agreement will constitute (and any instrument or agreement that the City is required to give under this Agreement when executed and delivered will constitute) legal, valid and binding obligations of the City enforceable against it in accordance with their respective terms.

ARTICLE IX – DEFAULTS

9.1 Default. Any one or more of the following shall constitute a “Default” under this Agreement.

(a) Developer fails to timely and fully perform, or comply with, any one or more of its respective obligations or any of the terms or conditions of this Agreement or any document related hereto or referenced herein (including, without limitation, the untimely satisfaction of the Conditions or the untimely delivery of the Required Information).

(b) Any representation or warranty made by Developer in this Agreement, any document related hereto or referenced herein or any financial statement delivered by Developer pursuant to this Agreement shall prove to have been false or misleading in any material respect as of the time when made or given.

(c) Developer (or any permitted successor or assign of Developer) shall:

(i) become insolvent or generally not pay, or be unable to pay, or admit in writing its inability to pay, its debts as they mature,

(ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets,

(iii) become the subject of an “order for relief” within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors,

(iv) have a petition or application filed against it in bankruptcy or any similar proceeding, or have such a proceeding commenced against it, and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or more, or such party, shall file an answer to such a petition or application, admitting the material allegations thereof,

(v) apply to a court for the appointment of a receiver or custodian for any of its assets or properties, or have a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his appointment, or

(vi) adopt a plan of complete liquidation of its assets.

ARTICLE X– REMEDIES

10.1 Remedies. In the event of a Default, the City shall provide written notice to Developer of the Default (the “**Default Notice**”); however, such defaulting party shall not be entitled to a Default Notice or a right to cure in the event the Default occurs under Subsection 9.1(c) above.

(a) The Default Notice shall provide Developer at least thirty (30) days to cure a Default; however, the 30-day period may be extended to the period of time reasonably necessary to cure the Default, if Developer promptly commences activities to cure the Default in good faith and diligently pursues such activities to fully cure the Default but in no event shall the period of time to cure the Default exceed ninety (90) days from the date of the Default Notice.

(b) In the event the Default is not fully and timely cured by Developer, the City shall have all of the rights and remedies available in law or in equity, including, but not limited to, all or any of the following rights and remedies, and the exercise or implementation of any one or more of these rights and remedies shall not be a bar to the exercise or implementation of any other rights or remedies of the City provided for under this Agreement:

(i) The City may refuse to issue any permits to Developer for the construction of buildings or improvements on the Property;

(ii) The City may recover from Developer all damages, costs and expenses, including, but not limited to, reasonable attorneys’ fees incurred by the City related to or arising out of a Default;

(iii) The City may terminate or postpone its obligation to perform any one or more of its obligations under this Agreement, including, but not limited to, the conveyance of the Property; or

(iv) The City may terminate this Agreement.

ARTICLE XI – SUCCESSORS AND ASSIGNS

11.1 Successors and Assigns; Assignment. This Agreement shall be binding upon the successors and assigns of the parties hereto; however, this provision shall not constitute an authorization of Developer to assign or transfer its rights and obligations under this Agreement. This Agreement shall not be assigned by Developer without the prior written consent of the City, which consent may be withheld for any reason.

ARTICLE XII – TERMINATION

12.1 Termination. This Agreement shall not terminate until the termination by the City pursuant to the terms of this Agreement; however, and notwithstanding any provision herein to the contrary, the termination of this Agreement shall not cause a termination of the rights and remedies of the City under this Agreement.

ARTICLE XIII – NOTICES

13.1 Notices. Any notice given under this Agreement shall be deemed effective when: (a) personally delivered in writing; (b) a commercially recognized overnight delivery service provides confirmation of delivery; or (c) the third day after notice is deposited with the United States Postal Service (postage prepaid, certified with return receipt requested) and addressed as follows:

If to the City:

City of Baraboo
Attention: City Administrator
101 South Boulevard
Baraboo, WI 53913

with a copy to:

Brion T. Winters, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

If to Developer:

KMD Development LLC
Attention: Max Dvorak
E9290 Hogsback Road
Baraboo, WI 53913

with a copy to:

ARTICLE XIV – APPLICABLE LAW

14.1 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. Any litigation related to this Agreement shall be brought in the state courts of the State of Wisconsin and the parties hereto agree to submit to the jurisdiction and venue of the Circuit Court for Sauk County, Wisconsin.

ARTICLE XV – MISCELLENEOUS

15.1 Entire Agreement. This Agreement and all of the documents referenced herein or related hereto (as any of the aforementioned documents have been or may be amended, extended or modified) embody the entire agreement between the parties relating to the transactions contemplated under this Agreement and all agreements, representations or understanding, whether oral or written, that are prior or contemporaneous to this Agreement are superseded by this Agreement.

15.2 Amendment. No amendment, modification or waiver of any provision of this Agreement, nor consent to any departure by a party from any provision of this Agreement shall in any event be effective unless it is in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purposes for which it is given by the respective party.

15.3 No Vested Rights Granted. Except as provided by law, or as expressly provided in this Agreement, no vested rights in connection with the Project shall inure to the Developer nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

15.4 Invalid Provisions. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15.5 Headings. The article and section headings of this Agreement are inserted for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

15.6 No Waiver; Remedies. No failure on the part of the City to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of the right or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

15.7 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the named parties hereto and their permitted assignees, and nothing contained in this Agreement shall confer upon anyone other than such parties any right to insist upon or enforce the performance or observance of any of the obligations contained in this Agreement.

15.8 No Joint Venture. The City is not a partner, agent or joint venture of or with Developer.

15.9 Recording of a Memorandum of this Agreement Permitted. A memorandum of this Agreement may be recorded by the City in the office of the Register of Deeds for Sauk County, Wisconsin, and, upon request of the City, Developer shall execute and deliver to the City a memorandum of this Agreement for recording purposes.

15.10 Force Majeure. If any party is delayed or prevented from timely performing any act required under this Agreement by reason of extraordinary and uncommon matters beyond the reasonable control of the party obligated to perform, including (but not limited to) fire, earthquake, war, terrorist act, pandemic, epidemic, flood, riot, or other similar causes, such act shall be excused for the period of such delay, and the time for the performance of any such act shall be extended for a period equivalent to such delay; provided, however, that the time for performance shall not be extended by more than ninety (90) days unless agreed to in writing by the parties hereto. Notwithstanding any provision herein to the contrary, the City, in its sole and absolute discretion, may allow up to a twelve (12) month extension on the deadlines set forth in Section 2.21 or 2.2 above should reasonable delays occur as a result of supply chain issues or material cost increases. Any such approved delay by the City will be evidenced in writing and provided to Developer, and without any written evidence approving such delay, the other provisions of this Agreement shall control and the immediately preceding sentence shall not apply.

15.11 Immunity. Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

15.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto agree that electronic (.pdf files or otherwise) copies bearing signatures shall be binding upon receipt by the other parties. If requested by a party, each party shall execute and deliver an original, hard-copy version of this Agreement for each party's permanent files.

[The remainder of this page is intentionally left blank with signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY: CITY OF BARABOO

By: _____

Name: Casey J. Bradley, City Administrator

Attest: _____

Name: Brenda Zeman, City Clerk

DEVELOPER: KMD DEVELOPMENT LLC

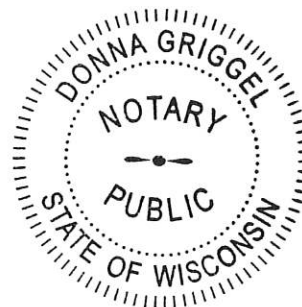
By: _____

Name: Max Dvorak, owner

STATE OF WISCONSIN)

) I

SAUK COUNTY)



Personally came before me this 14 day of July, 2022, the above named Casey J. Bradley and Brenda Zeman, the City Administrator and the City Clerk of the City of Baraboo, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Donna Griggel

Notary Public, Wisconsin

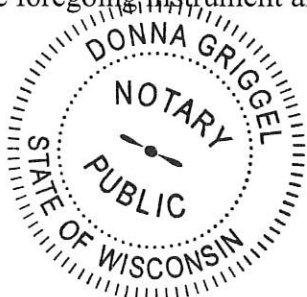
My commission 2-24-2026

STATE OF WISCONSIN)

) I

SAUK COUNTY)

Personally came before me this 14 day of July, 2022, the above named Max Dvorak, the owner of KMD Development LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.



Donna Griggel

Notary Public, Wisconsin

My commission 2-24-2026

Legal Description:

Tax Parcel Nos.: 206-1079-20000

206-1079-30000

206-2745-07700

EXHIBIT B

Developer Improvements

I. PUBLIC IMPROVEMENTS

All Public Improvements shall be: (a) installed at the Developer's sole expense, and (b) dedicated to the public. In order to be dedicated to the public, all Public Improvements shall: (y) meet all of the City's requirements and specifications for such Public Improvements, respectively, and (z) be acceptable to the City Engineer.

a. Streets (All streets shall be private and remain in the ownership of the developer)

Developer shall grade and surface streets within the Property for the Project, street design shall be reviewed by the City Engineer.

b. Storm Water Management/Ponds

Developer shall construct a storm sewer system to provide adequate storm and surface water drainage throughout the Property in compliance with all applicable laws, regulations and ordinances, including, without limitation, all regulations of the Wisconsin Department of Natural Resources ("WDNR") related to the installation and maintenance of storm sewer systems and Chapter 14, Subchapter IV (Stormwater Management) of the City's General Code of Ordinances. All detention ponds shall include a pipe to meter out the excess water into the City's storm sewer system. Developer shall grade and improve all lots in conformance with the master grading plan for the Property and restore all disturbed areas with topsoil and seed to establish dense vegetation. Developer shall seed the detention ponds with a prairie mix and establish the prairie per City specifications. Upon completion of the installation of the storm and surface water drainage system(s) in compliance with the requirements set forth herein, ownership and control of such system(s) shall be conveyed to the City without any restrictions or liens on such portion of the Property to be conveyed to the City and Developer shall grant to the City an access easement in form and substance acceptable to the City on a portion of the Property for access to the system(s).

c. Water Utility

The Developer shall furnish and install a complete water distribution system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for water distribution systems and the City's standards and specifications for water mains. The water system(s) shall be adequately sized to provide minimum fire flows at all hydrants. The City will not accept the water distribution system(s) until it has been pressure tested and is bacteriologically safe as determined by the City Engineer. Upon completion of the installation of the water distribution system(s) in compliance with the requirements set forth herein, Developer shall grant to the City a utility easement in form and substance acceptable to the City in order to maintain such system(s) within the Property.

d. Sanitary Sewer Utility

The Developer shall furnish and install a complete sanitary sewer system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for sanitary sewer systems and the City's standards and specifications for such systems. The sanitary sewer system(s) shall be adequately sized to service the Property and the Project. Upon completion of the installation of the sanitary sewer system(s) in compliance with the requirements set forth herein, Developer shall grant to the City a utility easement in form and substance acceptable to the City in order to maintain such system(s) within the Property.

e. Storm Water Utility

The Developer shall furnish and install a complete storm sewer system(s) throughout the Property to service the Project in compliance with all applicable laws, regulations and ordinances, including, without limitation, the WDNR's minimum standards for storm sewer systems and the City's standards and specifications for such systems. The storm sewer system(s) shall be adequately sized to service the Property and the Project. Upon completion of the installation of the storm sewer system(s) in compliance with the requirements set forth herein, Developer shall grant to the City a utility easement in form and substance acceptable to the City in order to maintain such system(s) within the Property.

f. Street Signs

Developer may request the City to purchase and install the necessary traffic control signs and street name signs, and the Developer shall reimburse the City for all costs and expenses incurred related to the purchase and installation of such signs. Developer shall be solely responsible for the maintenance of all signs on the Property.

II. OTHER IMPROVEMENTS

a. Landscaping

All landscaping plans for the Property and the Project shall comply with all applicable laws, regulations and ordinances, including, without limitation, Chapter 17, Subchapter IV (Landscaping) of the City's General Code of Ordinances. Developer shall make every attempt to preserve existing trees outside of the public right-of-way whenever practical when installing the Developer Improvements. Developer shall remove and lawfully dispose of destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish.

b. Erosion Control

Developer shall furnish and install a complete system of erosion control devices or measures in specified areas of the subdivision in compliance with all applicable laws, regulations and ordinances, including, without limitation, Chapter 14, Subchapter II (Construction Site Erosion Control Code) of the City's General Code of Ordinances. All erosion control devices and measures must be approved by the City Engineer before they are deemed to be complete under this

Agreement. The Developer shall install silt fencing in conformance with the Final Plans prior to grading and construction. The Developer shall maintain such fences until such time as turf cover is established in the subdivision. All disturbed areas shall be restored with topsoil, seeded and mulched.

EXHIBIT C

City Improvements

Design work shall begin on the City Improvements within 30 days of the commencement of construction and the City's receipt of the Required Information pursuant to Section 1.1 of this Agreement. The following are the completion timeframes for the noted projects.

Provided Developer timely performs under this Agreement, the City anticipates that the City will complete the City Improvements in accordance with the following schedule:

- On or before December 31, 2024, the City will improve Waldo Street to the City's standard specifications for a typical city street, including, without limitation, standards regarding the street width, curb and gutter, and other related specifications.
- On or before December 31, 2024, the City shall design, furnish and install a pedestrian crossing on Parkside Avenue located at the intersection of the subdivision's anticipated private street and Parkside Avenue for pedestrians and members of the public to access Pierce Park.

EXHIBIT D

Members of Developer

[DEVELOPER TO PROVIDE]

Baraboo Bluff Condominium

- ◊ City of Baraboo • General Development Plan (GDP) & Specific Implementation Plan (SIP) of Proposed Development •
 - ◊ Submitted September 9, 2022 •

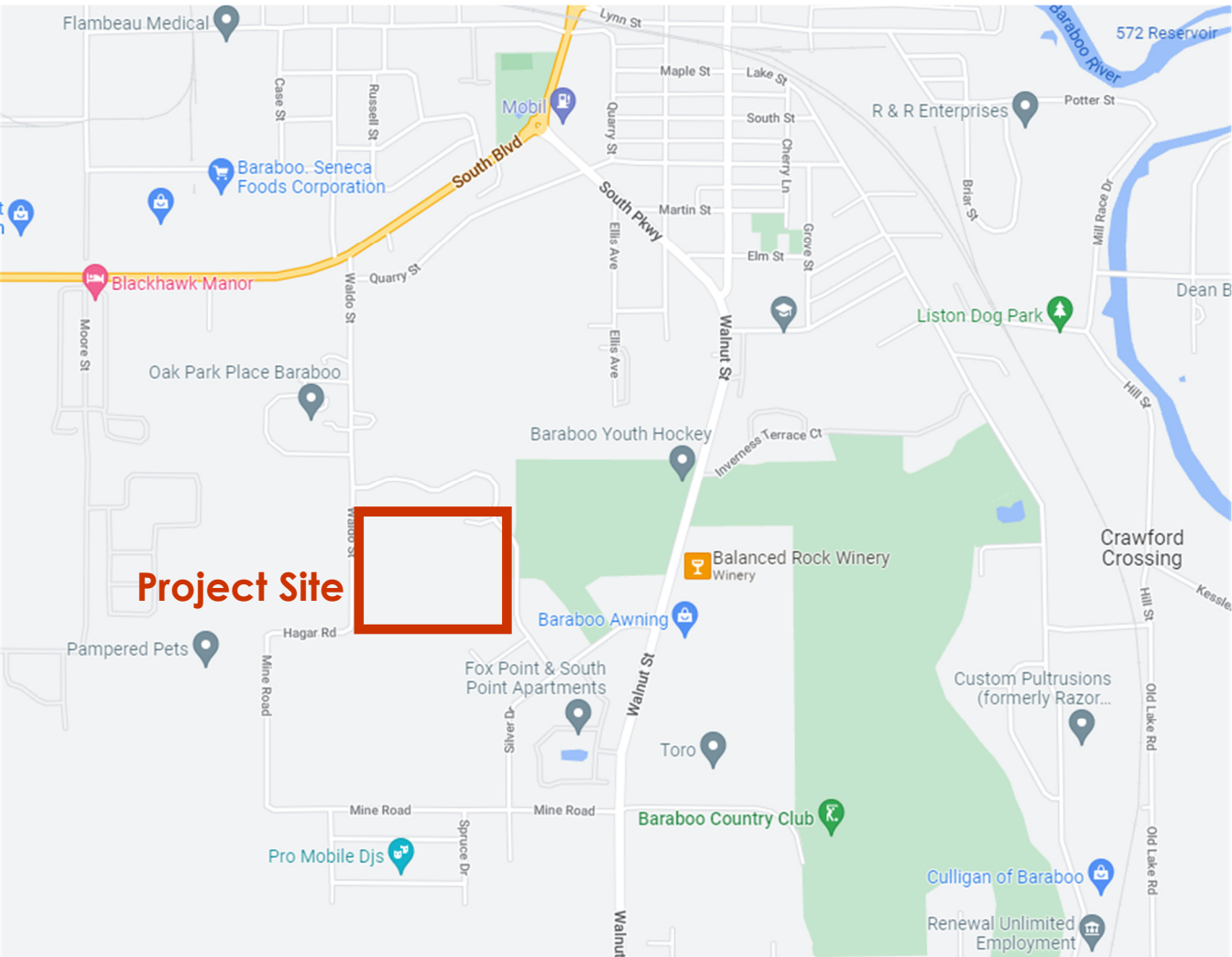


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Developer

Maxwell Dvorak
E9290 Hogsback Road
Baraboo, WI 53913
608-345-1905
C/O: Bjorn Kaashagen (bjorn@bjkci.net)

Engineer, Surveyor & Planner

Vierbicher
400 Viking Drive
Reedsburg, WI 53595
608-402-6379
Matt Muchow, PE (mmuc@vierbicher.com)



Architect

Dimension IV
6515 Grand Teton Plaza—Suite 120
Madison, WI 53719
608-829-4452
Jerry Bourquin, AIA (jbourquin@dimensionivmadison.com)



General Development Plan & Specific Implementation Plan

Written Description

This General Development Plan submittal packet for the Baraboo Bluffs Condominium development project contains a location map as part of the Baraboo Land Use Map, an existing conditions map, site concept plan and a general written description of the proposed development. The narrative below includes all the elements pertinent to this general development plan. This General Development Plan (GDP) and Specific Implementation Plan (PIP) will be submitted for review to the Zoning Administrator, Plan Commission, and Common Council.

General Description and Themes

The proposed Baraboo Bluffs Condominium development will be a new neighborhood on the south side of Baraboo consisting of approximately 85 residential dwelling units. The development is near existing Pierce Park and other community facilities. The development will include private streets. The dwelling units will be nestled into the existing hill. The development will be for Seniors featuring two and three dwelling unit residential buildings. This will allow for the development of affordable family homes. The development will include recreational green space, a clubhouse, playground, pedestrian paths and a pickleball area.

There will be a variety of dwelling units; typically two-story buildings. Several dwelling units will have exposed, accessible basement units that the hillside grading will open up to. Typical dwelling units will range from approximately 1,350 square feet to 2,200 square feet with two to three bedrooms, two bathrooms, and attached garages.

The floor plans will be open for maximum flexibility. Bedrooms will be on the upper level with several units having master bedrooms on the main floor. The units will have patios and porches to connect to the outside environment.

The exterior will be of a traditional and craftsman design. There will be a variety of building design images. The buildings will have sloped roofs with dimensional shingles. The exteriors will have a variety of low-maintenance finishes, including SmartSide siding, vinyl windows, masonry and cultured stone. A rendering of the duplex units is included in the appendix.

Building Type	Approximate Number of Buildings	Units
Two Unit Condo	14	28
Three-Unit Condo	19	57
Clubhouse	1	

The development will include a Condominium Plat with Condominium declarations, and be constructed in phases. The table below list the number of buildings by type and number of dwelling units.

Residential and Non-Residential Densities

The combined acreage of the three parcels involved in the development is 19.06 acres. Building types are summarized in the table below. With 85 dwelling units, the net density of the residential lots is approximately 4.46 dwelling units per acre.

The total impervious surface on this proposed development will be 353,510 square feet or 8.1 acres, which is 42.6% of the area. This includes the dwelling unit footprint, the driveways, the sidewalks and the roads.

Sustainable Building Practices

The development will utilize sustainable building practices where practical, including, but not limited to the following:

- Window with a U-factor of .28
- Doors with more than ½ lite will have a U-factor of .30

- LED light fixtures
- Energy star appliances
- Low flow plumbing fixtures
- Duct insulation in attics of R-8 rating
- Wall and ceiling insulation as listed below
- Wall insulation with a U-factor of 0.051
- Ceiling insulation with a U-factor of 0.027

Treatment of Natural Features

The open space included in the Waldo Street Road development is planned to be used for passive recreation (pedestrian paths) and stormwater management. The stormwater management areas are proposed to fall within the eastern portion of the site and encompassed by the pedestrian paths. The stormwater management goals and objectives for the planned area include:

- Prevent increases in stormwater runoff rates;
- Improve and preserve water quality in all water bodies;
- Maintain natural flows; and
- Protect and enhance fish and wildlife habitat.

The stormwater system will be designed to meet regulatory requirements and will be designed to accommodate the 1-year through 100-year storm events.

Relationship to Nearby Properties and Public Streets

The proposed development is located in the southern part of the City between Waldo Street and Parkside Avenue. The development is bordered to the north, east and south by single family residential lots zoned R-1A. The parcel to the west is undeveloped, but like this development is shown to be a single family planned neighborhood in the comprehensive plan. To the south is property located in the Town of Baraboo and zoned Agricultural.

The adjoining road network is able to accommodate additional development, with Waldo Street to the west and Parkside Avenue to the east. Waldo Street has direct access to South Boulevard which connects

to the downtown and to the west side commercial district. Parkside connects to Silver Drive which then connects to Walnut Street, which is also known as STH 123. This route connects the development to Devil's Lake State Park to the south and downtown Baraboo to the north. These routes make an array of shops and restaurants just a short drive from the proposed development by car.

The proposed east-west street through the development will connect to Waldo Street and Parkside Avenue. Public utilities are readily available to serve the development. There is water main on both Waldo Street and Parkside Avenue and sanitary sewer on Parkside Avenue. Sanitary sewer would be extended from Parkside Avenue. The water main would connect to the existing mains on Waldo Street and Parkside Avenue creating a desired water main loop.

All of these existing conditions make the proposed development well-suited to the area.

Relationship to City’s Comprehensive Plan

The City of Baraboo's Comprehensive Plan adopted in July 2005 set in motion the plan development process and established a planned land use map. The Planned Land Use Map identifies the proposed Waldo Street Residential Development, located east of Waldo Street and south/west of Parkside, as Planned Neighborhood. The project is consistent with the adopted Comprehensive Plan.

Planned Neighborhood in the Comprehensive Plan states that traditional neighborhoods should include a mixture of single-family residential development combined with one or more of the following: two-family/townhouse residential, mixed residential, neighborhood office, neighborhood commercial, institutional, park and open spaces. The goal of the Planned Neighborhood is for 70 percent of the dwelling units be single-family, 10 percent two-family and the remaining 20 percent as multi-family units. The project is consistent with the Comprehensive Plan.

Comprehensive Plan Goals, Objectives and Policies this project will meet:

A. Land Use Goals, Objectives and Policies:

- Goal:**

Enhance and maintain the City's unique neighborhoods.
- Objective:**

Design livable neighborhoods that are pedestrian orientated and are generally located within a 10-minute walk of a public park, open space or greenway.
- Goal:**

Maintain the City as a predominantly single family community.
- Objective:**

Incorporate general neighborhood design standards to provide for a minimum of 70% single family dwelling units, a maximum of 25% multiple family apartment dwelling units, and a maximum of 15% attached single family, duplex, two-flat, townhouse, and condo dwelling units in each new “planned neighborhood”.

Relationship to Comprehensive Plan cont’d.

- Goal:**

Create an efficient and sustainable development pattern.
- Objective:**

Promote redevelopment, rehabilitation, and infill opportunities in the downtown square, along the Water Street/Baraboo River corridor, aging commercial areas on South Boulevard, and STH 33, and scattered infill site in the community to preserve the City's character as a free-standing, compact community with defined edges.
- Objective:**

Ensure that conflicts between neighboring land uses are minimized with logical land use transitions and buffer yards.
- Objective:**

Require all new development within Baraboo’s long-term growth area to be served with the full array of municipal services, including sanitary sewer, storm sewer, municipal water, police, fire and garbage collection.

Objective: Coordinate land development with transportation system improvements.

This project will be consistent with the Land Use Policies of section C of the Comprehensive Plan, specifically:

Policy 2—Detailed Development Plan Policies.

- A.

The City should require detailed development plans to be prepared and adopted by the City Plan Commission and Common Council.
- B.

In Planned Neighborhoods, encourage the utilization of traditional neighborhood design concepts including a full range of housing types.

Policy 3—Land Use Planning Policies.

- A.

Encourage/promote infill development.
- B.

Strive for compatible adjacent land uses.
- C.

Incompatible land uses should be buffered from each other through strategic use of plant materials, decorative fences, walls or berms.
- D.

Require new development to include high quality building design, landscaping and signage.

This project will be consistent with the Planned Land Use Programs and Recommendations of section D of the Comprehensive Plan, specifically:

Policy 2—Land Use Recommendations for the Peripheral Area.

Residential Development—recommend the use of Planned Neighborhoods to accommodate future residential development.

Neighborhood Plans—recommend new area of development be developed as neighborhoods, rather than merely as an assemblage of subdivisions. Encourage he variety of housing choices and mix in parks and other non-residential uses deemed appropriate.

Southwest Planned Neighborhoods—This area is envisioned for a mix of single-family, two-family and mixed residential development. Strong pedestrian connections should be established. The detailed neighborhood plans should take advantage of the natural features such as topography, neighborhood focal points and recreational opportunities. Access to be provided by a new street coming off of Waldo Street as well as internal streets and sidewalks.

This project will be consistent with the Community Character and Design Policy of Section E of the Comprehensive Plan, specifically:

A. Community Character Components

The proposed project will be consistent with Density and intensity, building scale, building location, architecture, signage, and landscaping.

A. Community Edges

The proposed project will be consistent with the outer edges policy as this project will be in the southwest corner of the City.

Transportation Goals, Objectives and Policies:

- Goal:** Provide a safe and efficient transportation system that meets the needs of multiple users in and around the City.
- Goal:** Develop and maintain a comprehensive system of bicycle and pedestrian facilities in the Baraboo Area.
- Objective:** Ensure that transportation system improvements are coordinated with land development.
- Objective:** Provide a quality transportation system for the growth area identified on the Planned Land Use Map that results in safe and convenient access between neighborhoods, employment centers, schools, service centers and recreational centers.

- Objective:** Encourage pedestrian-orientated neighborhood designs that support a range of transportation choices as new developments are platted and existing neighborhoods are revitalized.
- Objective:** Plan and implement a comprehensive network of sidewalks and bicycle routes in the City that serve neighborhoods, schools, parks, playgrounds and activity centers.
- Policy:** Provide a continuous, interconnected network of local streets, sidewalks, bicycle routes and paths for the neighborhood growth areas that results in safe and convenient access between neighborhoods, employment centers, schools, service centers and recreational centers. This is key to the “Mixed Use” and “Planned Neighborhood” forms for the City’s growth areas that is advocated in the Land Use Chapter.

Housing and Neighborhood Development Goals, Objectives and Policies (Section B of Chapter 7) of the Comprehensive Plan to be addressed by this Project include:

- Goal:** Provide for residential growth with a variety of housing types, densities, arrangements, and costs to promote a suitable living environment for all residents.
- Objective:** Carefully control neighborhood development through the detailed neighborhood design process to provide a range of housing types, densities, and costs, but which also maintain the predominantly single-family character of the community.
- Objective:** Create attractive and safe neighborhoods that are well-served by essential municipal services and facilities.
- Objective:** Locate housing in areas that are served by full urban services, including sanitary sewers

and public water within convenient access to community facilities, employment centers and transportation routes.

- Policy:** Guide new housing to areas within the City with convenient access to commercial and recreational facilities, transportation systems, schools, shopping, jobs, and other necessary facilities and services.
- Policy:** Use detailed neighborhood development plans to tie the opening of new areas for neighborhood development with the capacity of utilities and public facilities to accommodate such development.

Statement of Rationale

Waldo Street Residential Development will be a new neighborhood on the south side of Baraboo. The development is near existing Pierce Park and other community facilities. The community will include walking paths and a community center with a playground and a pickleball court. There will be a variety of residence, typically two-story with two or three bedrooms, and some will be nestled into the existing hill and will have exposed, accessible basements. The property is currently zoned Agricultural Transition (A-1) and that zoning designation is not compatible with the proposed land use. The Planned Development zoning will provide a clear, logical zoning classification. Planned Development zoning will give the Baraboo Bluffs Condominium development the flexibility needed to best utilize the space and will provide the long-term, cost-effective and planned approach to development desired by the City.

Requested Zoning Standard Exceptions

The current A-1 Agricultural Transition District zoning standards underlying the proposed residential development are designed for certain designated agricultural uses. Zoning standards for which exceptions are being sought include principal permitted uses, front, rear and side yard setbacks principal and accessory structures. The proposed development is requesting the following exceptions to

the A-1 Agricultural Transition District:

A. Principal Permitted Uses:

- 17.33 (2)(g) - one and two family dwellings
 - ◊ Project includes two and three family dwellings.

B. Minimum Yard Dimensions:

- 17.33 (4) - principal building lot dimension at the street of 150-feet.
 - ◊ The dimensions will be established with the Condominium Plat.
- 17.33 (4) - Rear yard setback of 25-feet
 - ◊ The dimensions will be established with the Condominium Plat.

The proposed development is requesting the following exceptions to the Requirements for Certain Multi-Family Residential Real Estate Developments:

A. Additional Minimum Requirements for Development:

- 17.51 (6)(m) - paved roadway width of 24-feet
 - ◊ Northern Drive to include two -16-foot wide asphalt drive lanes separated by a center median. Cul du sac designed as one-way traffic separated by the center median. Cul de sac to be designed to allow turning movements for emergency vehicles.
- 17.51 (6)(n) - requirement for sidewalks on one side of all roads.
 - ◊ A path will be provided throughout the development for pedestrian movements.

B. Setback:

- 17.51 (15)(a) and (b) - regarding the 50-foot rear yard setback
 - ◊ The dimensions will be established with the Condominium Plat.
- 17.51 (15)(a) and (b) - regarding the 16-

- feet and 20-foot side yard setback
 - ◊ The dimensions will be established with the Condominium Plat.

The proposed development is requesting the following exceptions to Chapter 18—Subdivision and Platting:

- Chapter 18—Sidewalk Requirements
 - ◊ A path will be provided throughout the development for pedestrian movements.
- Chapter 18—Curb and Gutter
 - ◊ Curb and gutter will be provided on the east/west street. Curb and gutter will only be provided on one side of the road on the remaining streets.
- Chapter 18—Street Widths
 - ◊ The main east/west road will meet the standards. The remaining drives will be 24.5 feet wide.
- Chapter 18—Trees
 - ◊ A tree every 40 feet of frontage will not be provided. A landscape plan will be included in the GDP.

SUMMARY

Maxwell Dvorak is requesting Planned Development Zoning to promote and allow the most effective use of the Waldo Street property. The underlying zoning standards are not suitable for the proposed residential use of the site. The Planned Development Zoning designation of this proposed development on this site is consistent with the City's comprehensive plan and is the best, most efficient use of the site to promote residential development.

City of Baraboo
Comprehensive Plan

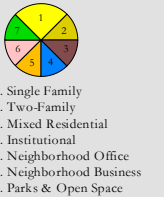
5a

Planned Land Use - City

- Roads
- Highway 12 Bypass
- Proposed Roads
- Railroads
- Village of West Baraboo
- Township Boundary
- Parcels
- Baraboo Municipal Boundary
- 3-Mile ETJ
- 1.5 Mile ETJ
- 1/4-Mile Land Fill Buffer
- Rivers, Streams & Creeks
- Operating Extraction Site

Land Use

- Agriculture/Rural/Vacant
- Septic Residential
- Single Family Residential
- Two Family Residential
- Mixed Residential
- Planned Neighborhood
- Neighborhood Office
- Neighborhood Business
- Planned Business
- General Business
- Central Mixed Use
- Planned Mixed Use
- Planned Industrial
- General Industrial
- Landfill/Extraction
- Surface Water
- Institutional
- Parks/Open Space
- Public Lands
- Environmental Corridor
- Urban Reserve Area



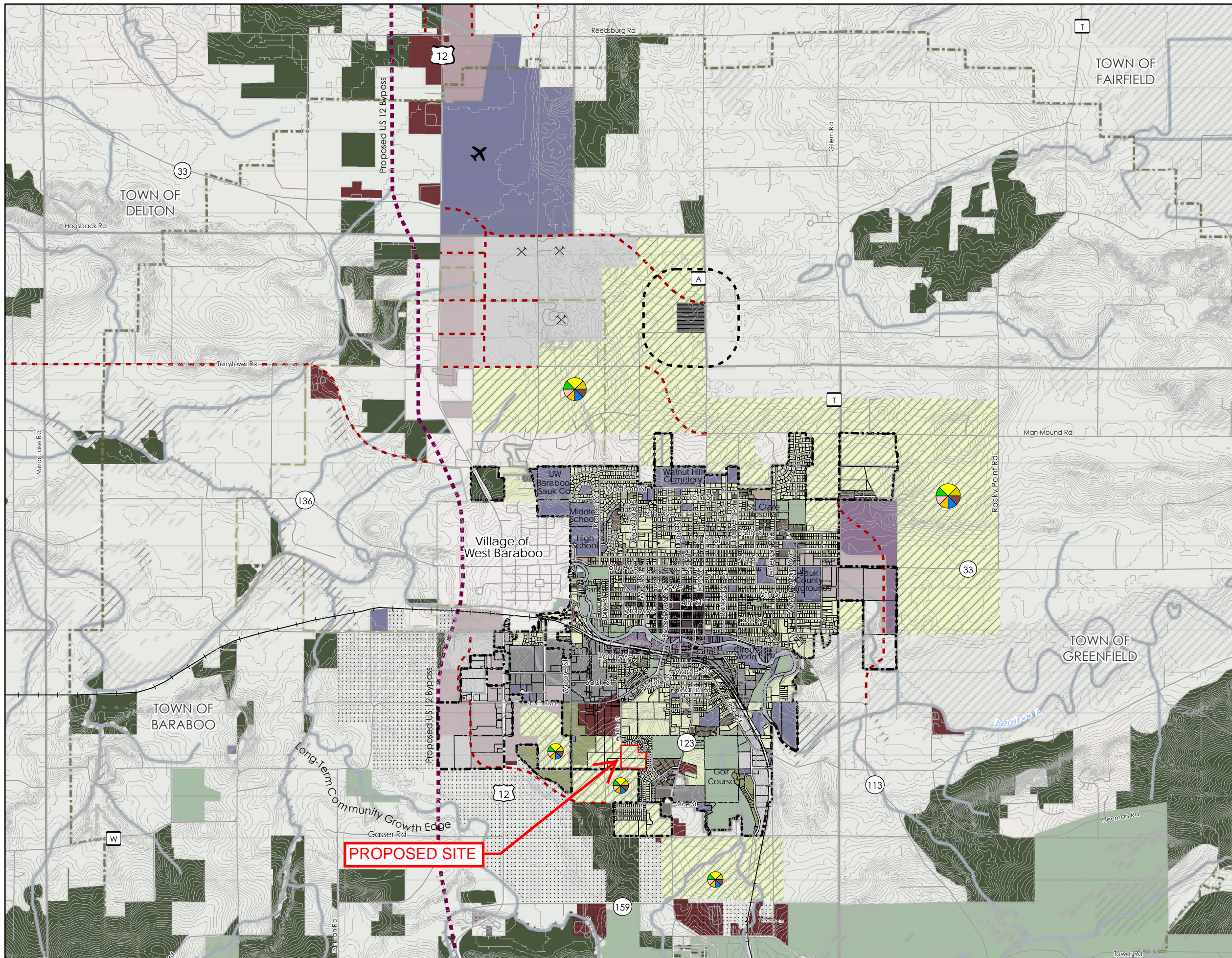
Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Not all lands shown in a future developed land use category are immediately appropriate for development, rezoning, or subdivision.

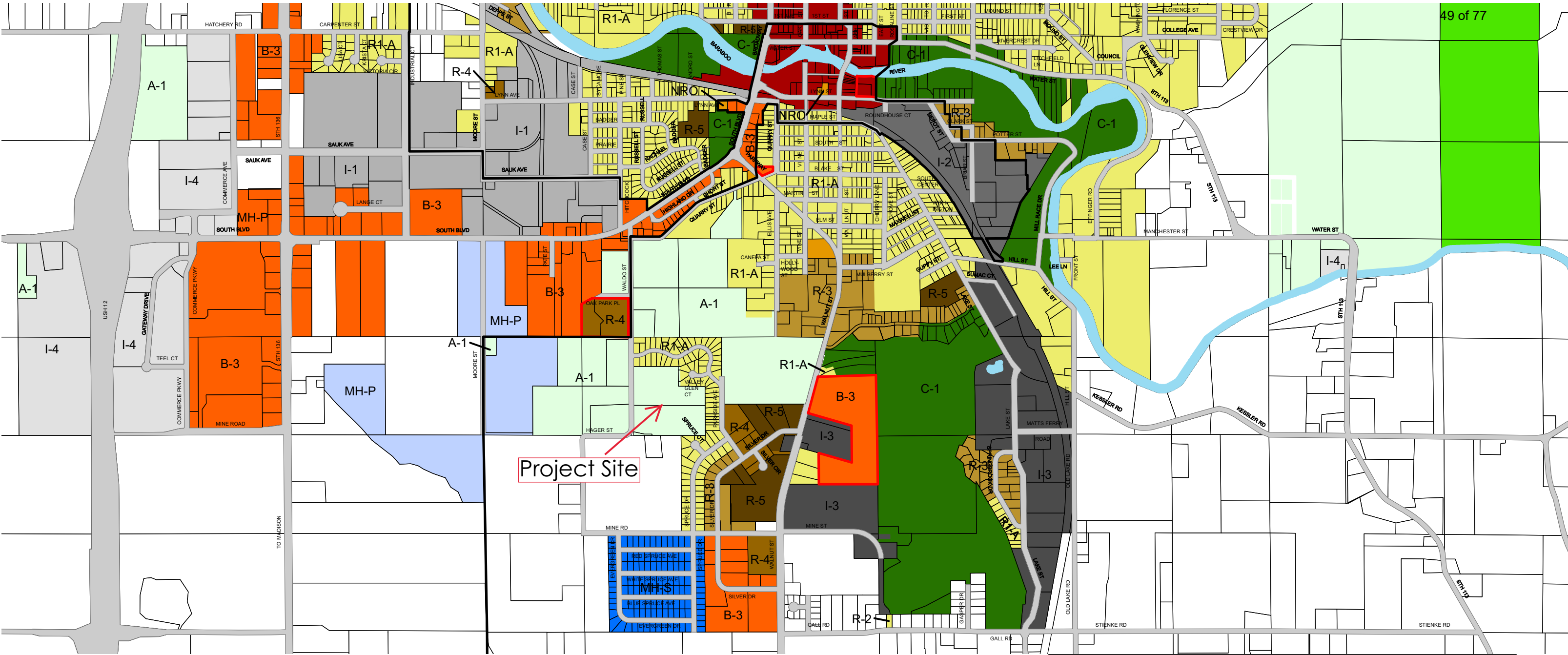


0 0.5 1 Miles



Date: May, 2005
Source: Land Use Field Survey

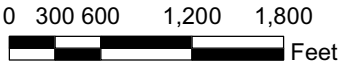
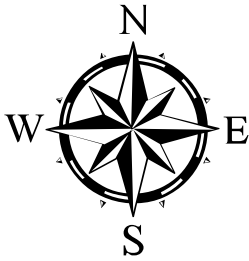




City of Baraboo Zoning District Chart

Code	Description	Minimum Lot Area (sq. ft.)	Minimum Lot Width (ft.)	Principal Building Yard Minimum Setback			Accessory Building Yard Setback		Maximum Lot Coverage		Maximum Building Height	
				Street	Side	Rear	Side	Rear	Principal	Accessory	Principal	Accessory
R-1	Single Family	12,500	100	35	10	25	10	10*	25%	6%	3 Stories, 35 ft.	1 Story, 15 ft.
R-1A	Single Family (Traditional)	8,500	75	25*	8*	25	3	10*	27%	8%	3 Stories, 35 ft.	1 Story, 15 ft.
R-2	One and Two Family	8,500	75	25*	10*	25	3	10*	27%	8%	3 Stories, 35 ft.	1 Story, 15 ft.
R-3	Three and Four Family	3,500/unit	90	25	10	25	3	10*	27%	8%	3 Stories, 35 ft.	1 Story, 20 ft.
R-4	One and Two Family	8,500	75	30	20*	25*	3	10*	40%	10%	2 Stories, 35 ft.*	1 Story, 20 ft.
	Four thru Twelve Families	2,500/unit	100									
R-5	Thirteen Families and above	2,500/unit*	200	20	20*	25*	3	10*	40%*	10%*	3 Stories, 35 ft.*	1 Story, 20 ft.
MH-P	Type 1 Manufactured Home Park District	5,000	50	25*	10*	25*	5*	10*	Total all buildings = 45%	--	15 ft.	10 ft.
MH-S	Type 1 Manufactured Home Single Family Residential District	8,000	75	25	8*	25	6	10	25%	8%	3 Stories, 35 ft.	1 Story, 15 ft.
NRO	Neighborhood Residential/Office District	Res. - 8,500* Office *	Res. - 75* Office *	Res. - 25* Office *	Res. - 10* Office *	Res. - 25 Office *	Res - 3 Office *	Res - 10* Office *	Res - 27% Office *	Res - 8% Office *	Res - 2 Stories Office *	Res * Office *
B-1	Central Downtown Business Dist.	None	None	None	None	None	None	None	None	None	60*	2 Stories*
B-2	Central Neighborhood Business Dist.	None	None	25	20*	25*	3*	3*	40%	10%	3 Stories, 35 ft.	1 Story, 15 ft.
B-3	Highway Oriented Business Dist.	None	None	25*	10*	25*	10*	10*	None	None	45 ft.	2 Stories, 15 ft.
I-1	Industrial - Enclosed Storage	7,500	None	25	10*	10*	None	None	None	None	None	None
I-2	Industrial - Open Storage	7,500	None	25	10*	10*	None	None	None	None	None	None
I-3	Industrial/Business	1 acre	None	30	20	25	None	None	None	None	None	None
I-4	Planned Industrial/Business	1 acre - Ind. 27,000 - Coml.	None	30-Ind 35-Coml	20	25	None	None	None	None	None - Ind. 45 - Coml.	Ind - None Coml-2 Stories, 15ft
A-1	Agricultural Transitional	3 acres	None	150	8*	25	*	*	None	None	None	None
A-2	Agricultural Holding	5 acres	None	150	8*	25	*	*	--	--	--	--
C-1	Conservancy	--	--	--	--	--	--	--	--	--	--	--
HIA	Highway Interchange (Overlay District)	See Code Provisions Section 17.36.										

* There are exceptions to these figures; please refer to the Zoning Ordinance document.



A-1 Agricultural Transition

A-2 Agricultural Holding

C-1 Conservancy District

R-1 Single Family Residential

R-2 Two Family Residential

R-3 Three and Four Family Residential

R-4 Four - Twelve Family Residential

R-5 Thirteen Family and Up Residential

NRO Neighborhood Residential/Office

B-1 Central Business

B-2 Central Neighborhood

B-3 Highway Oriented Business

I-1 Industrial, Enclosed Storage

I-2 Industrial, Open Storage

I-3 Industrial/Business

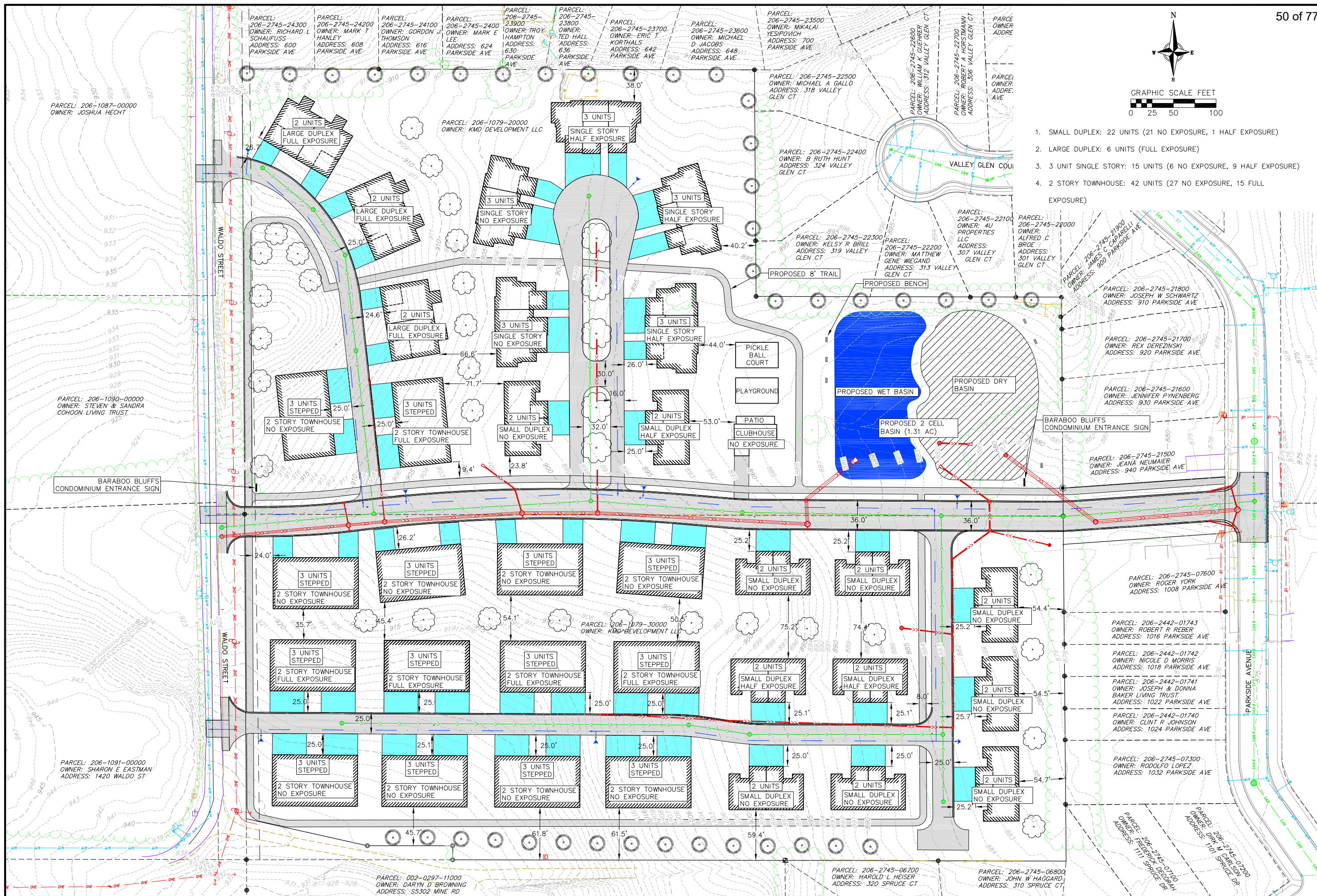
I-4 Planned Industrial/Business

MH-P Manufactured Home Park


MH-S Manufactured Home Single Family

BOUNDARY OF AREA REQUIRING CONDITIONAL USE PERMIT - SEE ZONING ADMINISTRATOR FOR DETAILS AND REQUIREMENTS

PARCELS BOUND BY A BRIGHT RED LINE HAVE A PLANNED UNIT DEVELOPMENT AGREEMENT (PUD)



GRAPHIC SCALE FEET



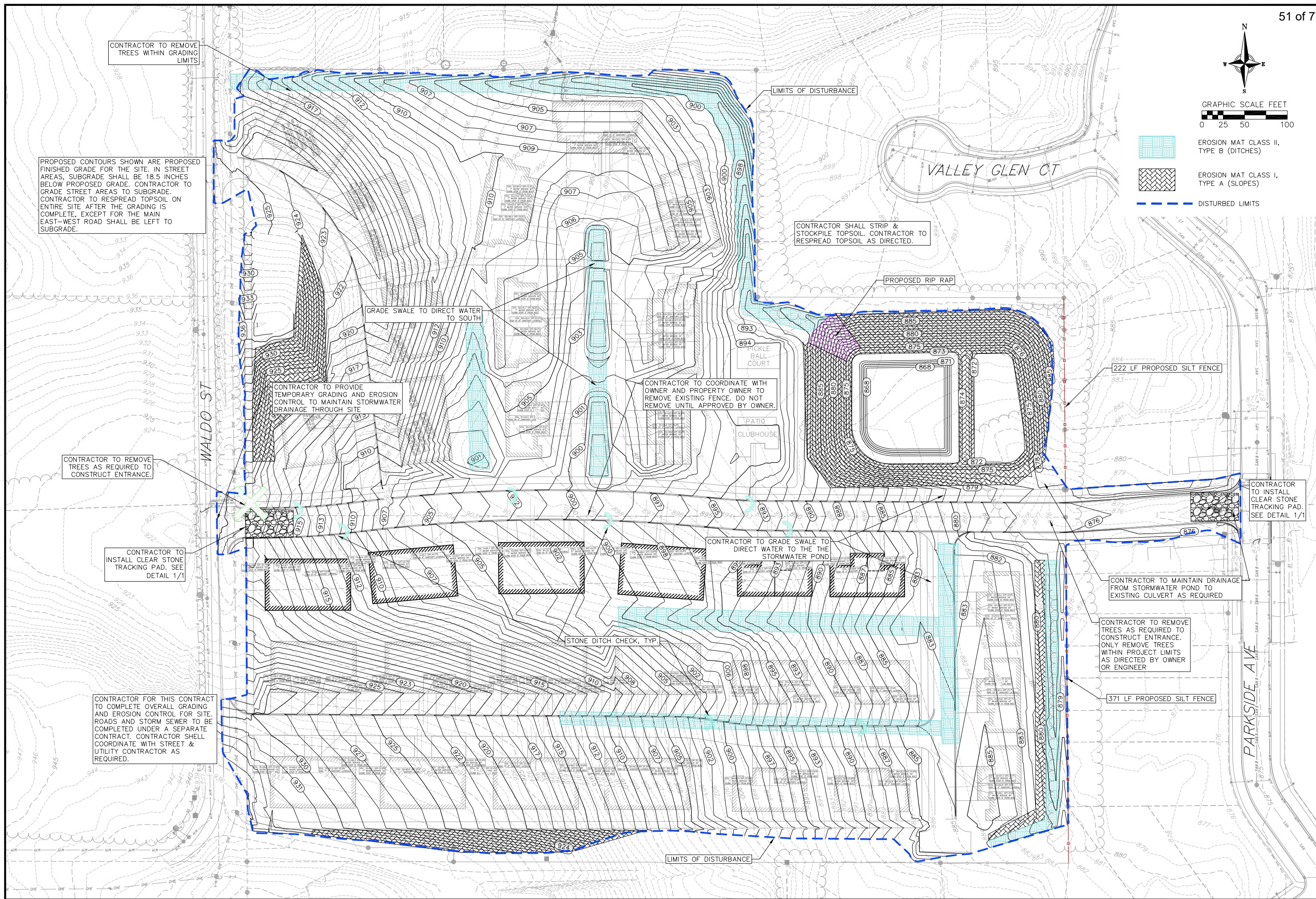
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1. SMALL DUPLEX: 22 UNITS (21 NO EXPOSURE, 1 HALF EXPOSURE)
2. LARGE DUPLEX: 6 UNITS (FULL EXPOSURE)
3. 3 UNIT SINGLE STORY: 15 UNITS (6 NO EXPOSURE, 9 HALF EXPOSURE)
4. 2 STORY TOWNHOUSE: 42 UNITS (27 NO EXPOSURE, 15 FULL EXPOSURE)

SITE PLAN

WALDO ST RESIDENTIAL DEVELOPMENT
CITY OF BARABOO
SAUK COUNTY, WISCONSIN

[illegible]



OVERALL GRADING & EROSION CONTROL PLAN

BARABOO BLUFF CONDOMINIUMS

CITY OF BARABOO
SAUK COUNTY, WISCONSIN

DATE	2022-09-06	
	DRAFTER	
CHECKED	MMUC	
	PROJECT NO.	
SHEET	220040	
	4 OF 6	



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52 of 77


vierbicher
planners engineers advisors

LANDSCAPE & SIGNAGE PLAN

BARABOO BLUFFS CONDOMINIUMS

CITY OF BARABOO

SAUK COUNTY, WISCONSIN

REVISIONS		REVISIONS	
NO.	DATE	NO.	DATE

DATE

SEPT 2022

DRAFTER

TPIL

CHECKED

NPFA

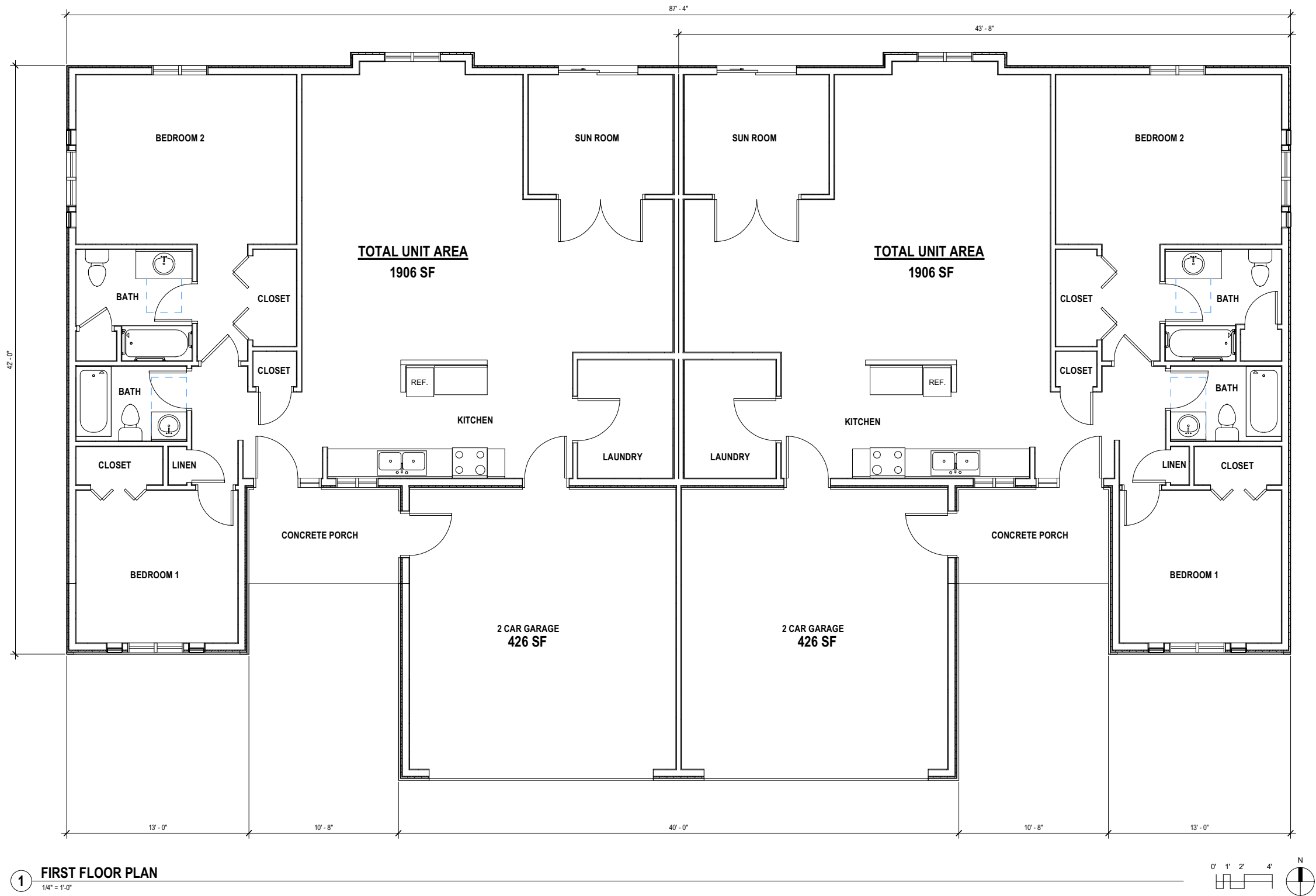
PROJECT NO.

220040

SHEET

1 OF 1

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**BARABOO HOUSING
MASTER PLAN**

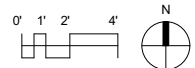
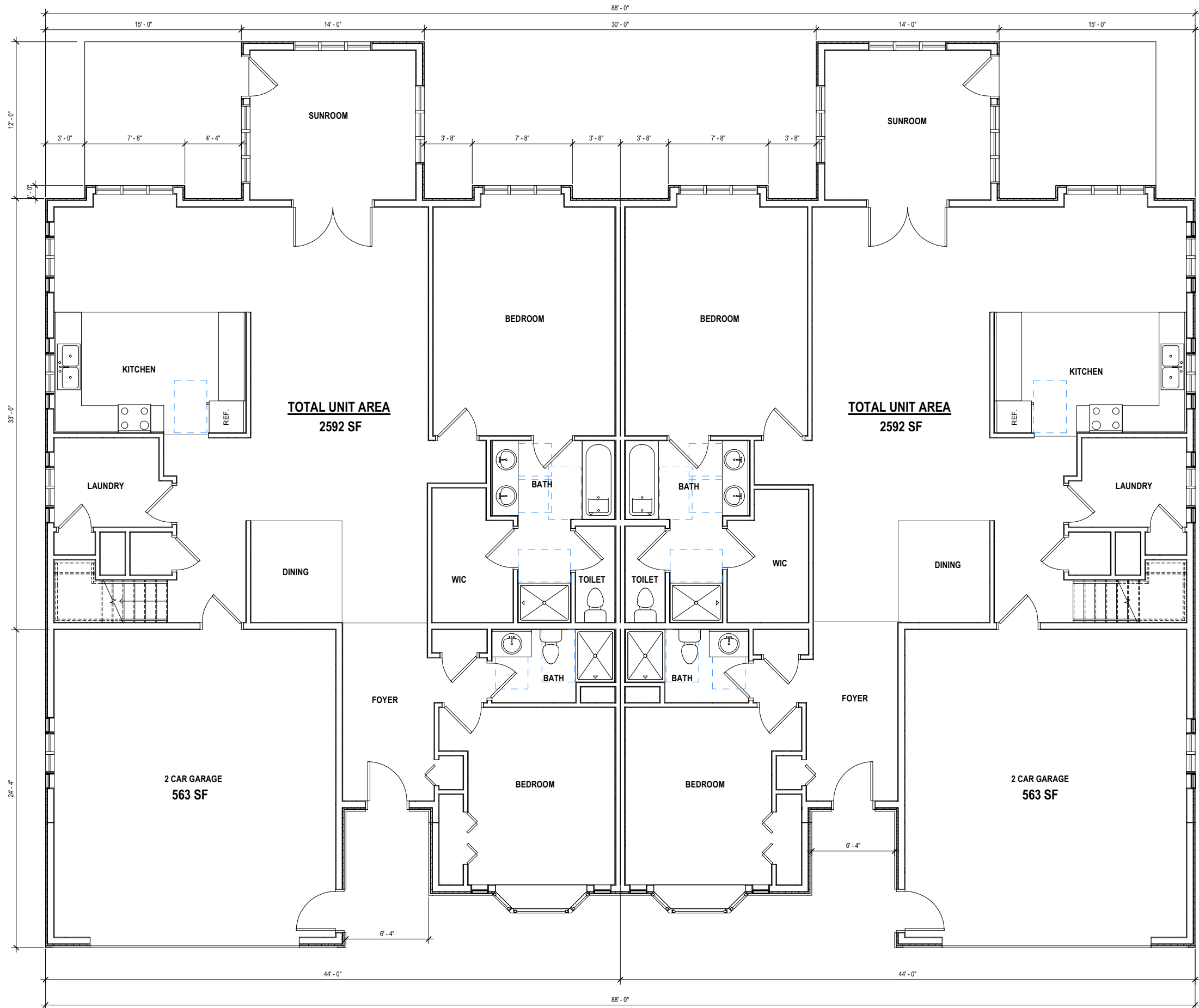
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REVISIONS:	
PROJECT #	00000

SMALL DUPLEX

A1.1

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1 FIRST FLOOR PLAN
1/4" = 1'-0"



DIMENSION IV
Madison Design Group
architecture - interior design - planning
6515 Grand Teton Plaza, Suite 120
Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE: 10/13/22

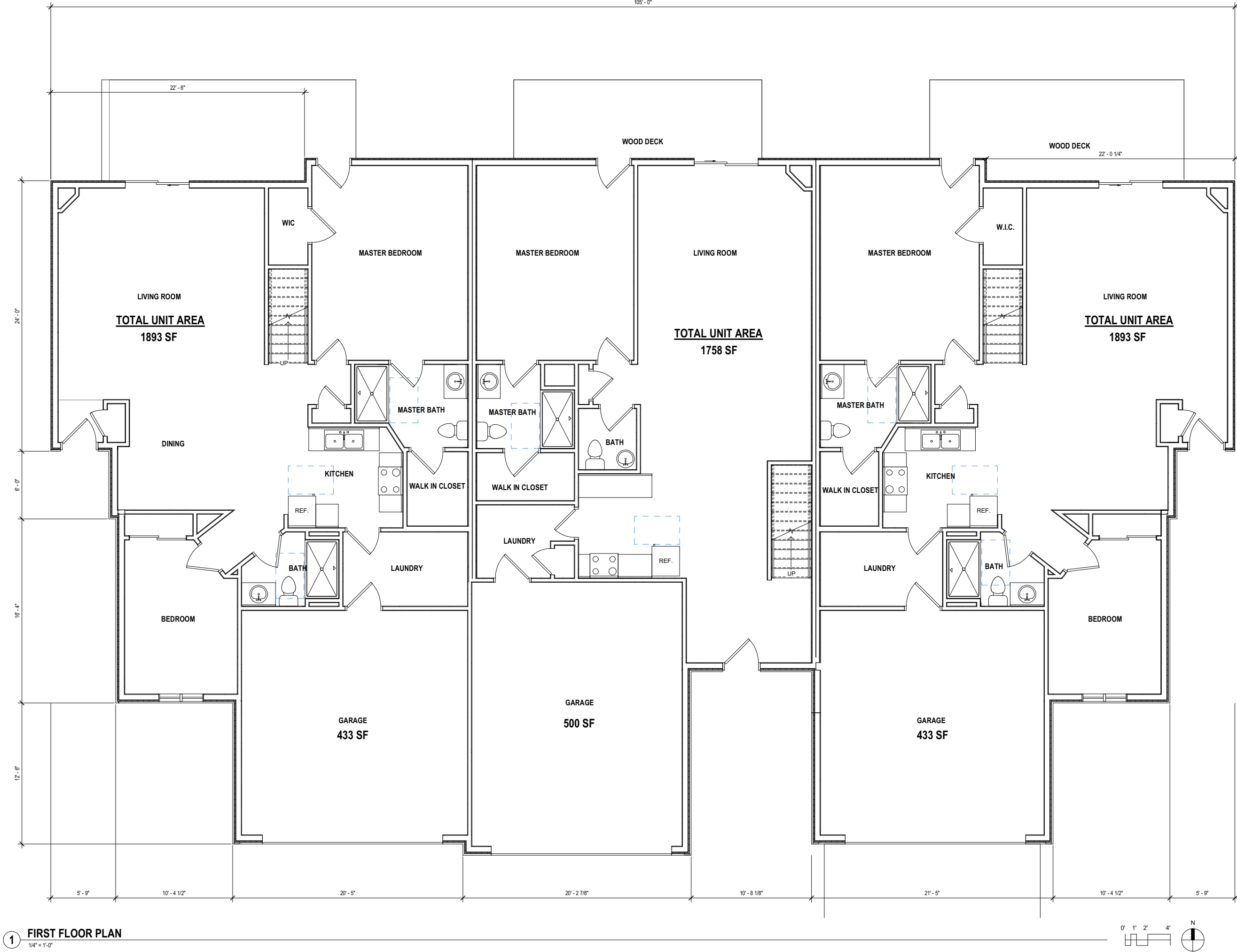
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PROJECT # 00000

LARGE DUPLEX

A1.2

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1 FIRST FLOOR PLAN
1/4" = 1'-0"

DIMENSION IV
Madison Design Group

architecture - interior design - planning

6515 Grand Teton Plaza, Suite 120
Madison, Wisconsin 53719
p608.829.4444 f608.829.4445 dimensionivmadison.com

BARABOO HOUSING MASTER PLAN

DATE OF ISSUE: 10/13/22

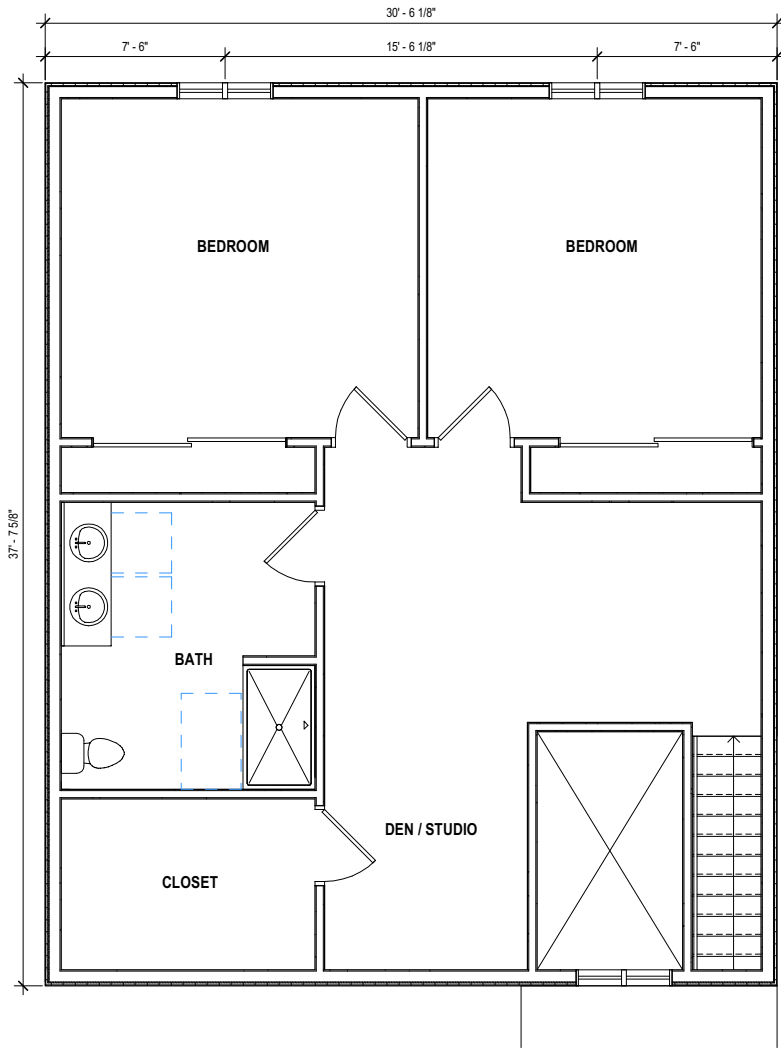
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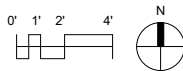
THREE UNIT

A1.3

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1 SECOND FLOOR PLAN
1/4" = 1'-0"



BARABOO HOUSING
MASTER PLAN

DATE OF ISSUE: 10/13/22

REVISIONS:

PROJECT # 00000

THREE UNIT -
SECOND FLOOR

A1.4

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BARABOO HOUSING
MASTER PLAN

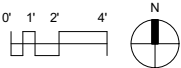
DATE OF ISSUE: 10/13/22

REVISIONS:

PROJECT # 00000

THREE UNIT
TOWNHOME

1 FIRST FLOOR PLAN
1/4" = 1'-0"



A1.5



SYNTH DUPLEX

GATEWAY SIGN - LOCATED AT ENTRANCE AT EAST AND WEST END



Bank Balance		Bank		Rate		Maturity		Term		Rate		BSB		LGIP		CFB		SUM		BWD		PDS		PVL		CLARE		WCCU		NIC		CCF		BMO		FICA		SCHWAB		Grand Total			
BANK INVESTMENTS		Type		Fund		Account		Term		Maturity		Rate		BSB		LGIP		CFB		SUM		BWD		PDS		PVL		CLARE		WCCU		NIC		CCF		BMO		FICA		SCHWAB		Grand Total	
Alma Waite Account	NOW account	820	104502957	Daily		0.37%	62,143.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	62,143.48		
	Cert of Deposit	820	1807416	30 months	7/25/23	1.55%	0.00	0.00	201,349.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,349.32		
	Alma Waite Trust Fund		3880111	18 months	4/21/23	0.40%	0.00	0.00	0.00	0.00	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00		
			7758002185	12 months	4/6/23	1.00%	0.00	0.00	0.00	0.00	200,356.83	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,356.83			
Investment Pool	Investment Pool	820	856206-3	Daily		2.42%	0.00	0.00	38,996.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38,996.68		
	Deposit Placeme	820	10090686	Daily		0.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Dana Investment	820	3694-7092	(blank)		1.03%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Checking	220	1000934/114638	Daily		none	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00	
CDA-Grant Accounts	CDA-Loan Accounts	983	(blank)	(blank)		(blank)	478,276.47	171,430.98	213,495.51	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	863,202.96	863,202.96	
	Investment	900	126696102	Daily		0.04%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Cert of Deposit	900	54962-100	12 months	5/9/23	0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	50,000.00
	Investment Pool	900	856206-4	Daily		2.42%	0.00	6,990.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,990.48	6,990.48	
Fire Equipment Fund	Cert of Deposit	420	1807422	30 months	7/25/23	0.45%*	0.00	0.00	201,349.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,349.32	201,349.32
	Investment		54962-113	12 months	3/25/23	0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	201,408.17	201,408.17	
	Cert of Deposit	900	7758002186	30 months	9/29/23	0.30%*	0.00	0.00	161,999.46	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	161,999.46	161,999.46	
	Investment Pool		600000014	12 months	4/6/23	1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	100,000.00		
Friends of the Library	General Cash Account	100	101066015	Daily		1.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	180,000.00	180,000.00	
	Deposit Placeme	420	90901995	13 months	10/13/23	1.75%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	260,243.88	260,243.88		
	Dana Investment		10090686	Daily		0.85%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
	Savings	940	3694-7092	(blank)		1.03%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400,000.00	400,000.00	
General Fund	Checking / NOW	100	103035891	Daily		0.15%	32,604.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,604.42	32,604.42	
	Deposit Placeme	100	1000306/9830	Daily		10%*50	607,341.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	607,341.45	607,341.45	
	Investment Pool	100	101066015	Daily		0.50%	19,645.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19,645.20	19,645.20	
	Money Market	100	86190136	Daily		0.60%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	766,879.53	766,879.53	
General Fund-Bond Issue	Investment Pool	100	856206-1	25 months	7/27/24	2.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	212,285.23	212,285.23	
	Deposit Placeme	100	10479111271	Daily		2.11%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00																													

#	TRANSACTIONS			Bank	Acct #	Note	Term	Maturity Date	Rate	Amount	Interest
	Action	Type	Identification								
(1)	Renew	CD	Sewer General	WCCU	54962-0110		12 mo	9/2/2022	0.40%	175,000.00	Reinvest
				Summit	148901-101		17 mos	2/9/2024	2.23%	195,000.00	Reinvest
	Comments:										
(2)	CLOSE	CD	Sewer Equipment	WCCU	54962-0115		12 mos	9/8/2022	0.40%	248,431.11	Reinvest
	Comments: Moved to Dana Investments										
(3)	Renew	CD	Water	WCCU	54962-0116		12 mos	9/8/2022	0.40%	321,292.82	Reinvest
				PDS	60000097		12 mos	9/9/2022	2.00%	200,000.00	Reinvest
	Comments: Withdraw the balance										
(4)	Renew	CD	Sewer Depreciation	CFB	1808559		12 mos	9/9/2022	0.25%	205,389.07	Reinvest
							9 mos	6/9/2023	1.15%	146,167.32	Reinvest
	Comments: Add-on CD. Move balance to LGIP										
(5)	CLOSE	CD	General	BWD	155424		24 mos	9/12/2021	2.05%	150,000.00	Pd to MM
	Comments:										
(6)	NEW	CD	Fire Equipment	PVL	90901995		13 mos	10/13/2022	1.75%	260,243.88	Reinvest
	Comments:										
(7)	NEW	CD	Park Segregated	PVL	90902007		13 mos	10/13/2022	1.75%	50,000.00	Reinvest
	Comments:										
(8)	CLOSE	Savings	Fire Benefit Fund	SUM	126696102				Daily		
	Comments: Close low balance account to pay benefits										
(9)	NEW	CD	Alma Waite	SUM	14890100-106		22 mos	7/9/2024	2.96%	200,000.00	Reinvest
	Comments:										

#	Action	Type	Identification	Price	Rating	Note	Term/WAL	Maturity Date	Yield to Worst Yield - Maturity	Amount	Interest
(1)	BUY	FHLB	3130ATEA1	100.0000	NR		18 months	3/28/2024	4.25%	\$200,000.00	Semiannual
	Comments:										
(2)	BUY	FHLB	3130ATD46	100.0000	NR		15 months	12/29/2023	4.00%	\$200,000.00	Semiannual
	Comments:										

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Report as of: 09/30/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Cash									
Short Term Investments									
Cash Equivalents									
	000009	Cash - Money Fund		57,400.44		57,400.44	1.50	.00	.25
		Total Cash Equivalents		57,400.44		57,400.44	1.50	.00	.25
		Total Short Term Investments		57,400.44		57,400.44	1.50	.00	.25
Bonds									
Agency Bonds									
Fixed Rate Agency									
FHLB Fixed Rate Agency									
150,000	3130ASS83	FEDERAL HOME LOAN BANK 3.4% Due 10/27/2023	100.01	150,015.00	99.09	148,638.30	3.89	864.17	3.43
200,000	3130AQWK5	FEDERAL HOME LOAN BANK 1.3% Due 11/27/2023	100.01	200,015.00	96.73	193,460.60	5.06	888.33	1.34
200,000	3130ATD46	FEDERAL HOME LOAN BANK 4% Due 12/29/2023	100.01	200,015.00	99.55	199,095.80	5.21	.00	4.02
200,000	3130ATEA1	FEDERAL HOME LOAN BANK 4.25% Due 03/28/2024	100.01	200,015.00	99.65	199,299.40	5.21	23.61	4.26
150,000	3130ASN47	FEDERAL HOME LOAN BANK 3.32% Due 07/26/2024	100.01	150,015.00	98.01	147,020.85	3.85	885.33	3.39
200,000	3130ARXL0	FEDERAL HOME LOAN BANK 3% Due 11/25/2024	100.01	200,015.00	97.01	194,019.20	5.08	2,083.33	3.09
150,000	3130APVZ5	FEDERAL HOME LOAN BANK 1.05% Due 12/02/2024	100.00	150,000.00	93.21	139,809.60	3.66	516.25	1.13
200,000	3130AR6F3	FEDERAL HOME LOAN BANK 2% Due 03/24/2025	100.00	200,000.00	94.43	188,867.40	4.94	66.67	2.12
1,450,000.00		Total FHLB Fixed Rate Agency		1,450,090.00		1,410,211.15	36.89	5,327.69	2.89
		Total Fixed Rate Agency		1,450,090.00		1,410,211.15	36.89	5,327.69	2.89
Step Coupon Agency									
FHLB Step Coupon Agency									
200,000	3130AQT45	FEDERAL HOME LOAN BANK 0.9% Due 02/28/2024	100.00	200,000.00	96.40	192,791.80	5.04	160.00	.93
200,000.00		Total FHLB Step Coupon Agency		200,000.00		192,791.80	5.04	160.00	.93
		Total Step Coupon Agency		200,000.00		192,791.80	5.04	160.00	.93
		Total Agency Bonds		1,650,090.00		1,603,002.95	41.94	5,487.69	2.65
Mortgage Bonds									
Adjustable Rate Mortgages									
FHLMC - Adjustable Rate Mortgages									
4,315.02	31300MPF4	FH 849422 2.321% Due 02/01/2043	104.31	4,501.10	102.51	4,423.29	.12	16.47	2.26
6,911.81	31300MWE9	FH 849645 2.556% Due 06/01/2043	104.81	7,244.44	101.99	7,049.41	.18	26.60	2.51
13,379.36	31347AH72	FH 840254 3.231% Due 07/01/2043	103.75	13,881.09	101.52	13,582.80	.36	67.45	3.18
10,336.01	31347ATG9	FH 840551 2.634% Due 03/01/2045	103.19	10,665.47	100.51	10,389.19	.27	38.70	2.62
43,246.73	31347A7L2	FH 840899 2.811% Due 11/01/2045	101.87	44,057.60	101.77	44,011.90	1.15	200.82	2.76
30,185.48	31326NF55	FH 2B7388 2.844% Due 01/01/2046	101.87	30,751.44	101.92	30,763.86	.80	141.80	2.79
46,472.46	31288QG38	FH 841118 3.562% Due 05/01/2046	103.73	48,207.92	101.49	47,165.14	1.23	269.45	3.51
111,054.24	31288QK58	FH 841216 2.662% Due 05/01/2046	104.16	115,669.93	101.74	112,988.81	2.96	477.77	2.62
72,268.56	31288QES5	FH 841045 2.622% Due 11/01/2046	102.94	74,391.43	100.63	72,724.21	1.90	295.01	2.61
76,491.68	31288QHZ6	FH 841148 3.621% Due 09/01/2047	104.36	79,826.23	101.33	77,505.80	2.03	434.14	3.57
106,159.29	31288QMQ0	FH 841267 2.624% Due 08/01/2050	103.78	110,173.43	97.72	103,735.67	2.71	461.27	2.69
520,820.64		Total FHLMC - Adjustable Rate Mortgages		539,370.08		524,340.08	13.72	2,429.48	2.88
FNMA - Adjustable Rate Mortgages									
66,313.54	3140J57K9	FN BM1797 2.769% Due 12/01/2035	102.81	68,178.61	102.10	67,706.72	1.77	147.92	2.71
25,302.90	3140J7UU7	FN BM3294 2.541% Due 06/01/2042	103.69	26,235.94	101.70	25,733.73	.67	51.79	2.50
13,106.45	3138XMRB8	FN AV9481 1.963% Due 07/01/2043	103.56	13,573.35	97.91	12,832.54	.34	20.73	2.00
44,905.41	3140J9B91	FN BM4563 3.133% Due 03/01/2044	102.00	45,803.52	102.57	46,058.76	1.20	113.33	3.05

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Report as of: 09/30/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
3,870.38	3138ETLW4	FN AL8440 2.863% Due 07/01/2044	103.50	4,005.84	101.17	3,915.61	.10	8.93	2.83
7,510.51	3138ERWF3	FN AL9645 2.803% Due 07/01/2044	103.75	7,792.17	100.73	7,565.49	.20	16.96	2.78
46,431.53	3140JAJ6	FN BM6176 2.344% Due 01/01/2045	102.69	47,679.36	102.08	47,398.56	1.24	87.67	2.30
207,440.73		Total FNMA - Adjustable Rate Mortgages		213,268.79		211,211.41	5.53	447.33	2.63
GNMA - Adjustable Rate Mortgages									
42,562.70	36225CX92	G2 80703 2.875% Due 06/20/2033	103.13	43,892.79	98.94	42,109.66	1.10	98.57	2.91
39,568.72	36225C4B9	G2 80817 2.625% Due 01/20/2034	103.34	40,891.80	99.33	39,302.11	1.03	83.67	2.64
13,395.80	36225EN40	G2 82210 1.75% Due 11/20/2038	102.75	13,764.20	98.24	13,159.53	.34	18.88	1.78
21,959.52	36225EQ47	G2 82274 2.625% Due 01/20/2039	102.63	22,535.96	98.71	21,676.57	.57	46.44	2.66
25,906.80	36225EUG5	G2 82382 1.625% Due 09/20/2039	102.69	26,603.05	98.98	25,641.47	.67	33.91	1.64
17,464.11	36225EVG4	G2 82414 1.75% Due 10/20/2039	103.81	18,129.92	101.34	17,698.01	.46	24.62	1.73
21,413.33	36179SVH7	G2 MA4216 2.5% Due 01/20/2047	100.75	21,573.92	99.22	21,246.26	.56	43.12	2.52
42,948.90	3622AAPQ1	G2 785031 2.852% Due 05/20/2050	104.75	44,988.97	96.20	41,315.94	1.08	98.67	2.96
225,219.89		Total GNMA - Adjustable Rate Mortgages		232,380.61		222,149.55	5.81	447.88	2.50
		Total Adjustable Rate Mortgages		985,019.48		957,701.04	25.05	3,324.69	2.74
		Total Mortgage Bonds		985,019.48		957,701.04	25.05	3,324.69	2.74
Small Business Administration Bonds									
Adjustable Rate - SBAs									
Prime Rate									
2,473.89	83164KNU3	SBA 508503 4.825% Due 12/25/2024	105.69	2,614.59	99.55	2,462.74	.06	20.06	4.85
63,408.65	83164FVQ4	SBA 505123 2.5% Due 12/25/2025	100.19	63,527.54	100.15	63,503.39	1.66	263.14	2.50
65,543.85	83164MU80	SBA 510507 5.075% Due 10/25/2026	105.97	69,456.00	104.10	68,231.28	1.78	560.04	4.88
83,550.91	83164MSW0	SBA 510433 2.25% Due 06/25/2029	100.37	83,864.21	101.04	84,420.51	2.21	309.91	2.23
38,805.78	83164JF50	SBA 507388 3.25% Due 10/25/2030	104.13	40,406.53	101.78	39,497.92	1.03	207.65	3.19
97,923.05	83164MUT4	SBA 510494 2.4% Due 05/25/2031	100.88	98,779.88	101.27	99,169.12	2.59	386.87	2.37
90,296.87	83165ABR4	SBA 521648 2.588% Due 09/25/2034	100.25	90,522.60	102.02	92,123.22	2.41	384.15	2.54
162,862.11	83164MU72	SBA 510506 2.1% Due 12/25/2034	100.00	162,862.12	100.08	162,988.49	4.26	562.23	2.10
67,429.09	83164LAV3	SBA 509020 4.075% Due 03/25/2036	105.50	71,137.70	102.26	68,950.29	1.80	451.39	3.99
29,400.12	83164LFB2	SBA 509162 4.075% Due 12/25/2036	106.44	31,292.76	102.47	30,126.09	.79	196.78	3.98
16,051.57	83164LSA0	SBA 509513 3.25% Due 06/25/2039	106.00	17,014.66	101.38	16,273.32	.43	85.66	3.21
20,964.25	83164LSW2	SBA 509533 3.355% Due 07/25/2039	104.25	21,855.23	101.39	21,256.63	.56	115.49	3.31
22,285.65	83164LXM8	SBA 509684 3.5% Due 06/25/2040	105.81	23,581.01	103.63	23,093.53	.60	128.05	3.38
161,238.83	83164MGE3	SBA 510097 3.5% Due 12/25/2042	104.50	168,494.58	105.16	169,558.91	4.44	926.22	3.33
94,135.04	83164MUL1	SBA 510487 2.15% Due 10/25/2044	100.00	94,135.04	100.69	94,785.42	2.48	353.72	2.14

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Report as of: 09/30/2022

Portfolio: 2493 - City of Baraboo Reserve Funds

Shares/ PAR	Identifier	Description	Unit Cost	Current Cost	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
124,301.20	83164M4X4	SBA 510738 3.325% Due 10/25/2045	106.63	132,536.18	106.10	131,878.98	3.45	678.19	3.13
1,140,670.86		Total Prime Rate		1,172,080.63		1,168,319.84	30.56	5,629.55	2.91
		Total Adjustable Rate - SBAs		1,172,080.63		1,168,319.84	30.56	5,629.55	2.91
		Total Small Business Administration Bonds		1,172,080.63		1,168,319.84	30.56	5,629.55	2.91
		Total Bonds		3,807,190.11		3,729,023.83	97.55	14,441.93	2.76
		Total Portfolio		3,864,590.55		3,786,424.27			
		Paydown Receivable		36,159.29		36,159.29			
		Interest Accrued		14,441.93		14,441.93			
		Dividends Accrued		0.00		0.00			
		Total Portfolio with Accruals & Receivables		3,915,191.77		3,837,025.49			

The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).

Members Present: Sloan, Kent, Petty

Absent:

Others Present: Mayor Nelson, Adm. Bradley, Clerk Zeman, J. Ostrander, M. Hardy, Karen DeSanto, Greg Sammow

Call to Order –Ald. Sloan called the meeting to order at 5:45p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the minutes of September 13, 2022. Motion carried unanimously. It was noted that the agenda should be amended to be “Exemption from County Library Tax for 2023” and J. Ostrander asked that the “Purchase Shared Ride Taxi Vans” be moved to first under Discussion Items. Moved by Petty, seconded by Kent to approve the amended agenda. Motion carried unanimously.

Action Items

- a) **Accounts Payable** – Moved by Petty, seconded by Kent to recommend to Council approval of the accounts payable for **\$320,857.92**. Motion carried unanimously.
- b) **2023 Parks, Recreation, and Forestry Department Fees and Charges** – M. Hardy explained that as part of the departmental budget, they annually review the fees and charges. Changes for 2023 include a 3% increase in the Civic Center lease fees, City employees will have free membership to the weight room, a slight increase to parks shelters, and due to the increase of pool staff wages, a slight increase in pool passes. As of now, they are unsure if the City will be able to offer swimming lessons due to the difficulty of getting instructors. Items they hope to increase for next year are the “Behind the Scenes” and private tours. Moved by Petty, seconded by Kent to recommend to Council for approval of the 2023 Parks, Recreation and Forestry Department fees and Charges. Motion carried unanimously.
- c) **2023 Boys & Girls Club of Baraboo-Sauk County Lease** – M. Hardy explained that we are currently charging 20% of what the rent would be, with an 80% subsidy. The Parks & Recreation Commission reviewed different subsidies for this lease and essentially, they recommended the Boys & Girls Club lease increase to 35% with the City subsidizing 65%. Ald. Kent feels while this program is hard for some to afford, it’s life changing for the kids that attend; It is a very important program. While he understands the percentage increase across the board, the Boys & Girls Club is receiving a significant increase for next year. M. Hardy explained how the lease payments are calculated, based on the \$8.45 per square foot. The rent is not going up, the amount the Parks & Recreation Department is able to forgive is going down. Ald. Petty notes that there is additional spaced used by the Boys & Girls club that is currently not being charged for and not available to other lessees. The Committee agrees that this is a good program; however, any changes made at this point would require M. Hardy to make cuts somewhere else in his budget. Moved by Petty, seconded by Sloan to recommend to Common Council on approving the Boys & Girls Club lease with the Civic Center at 65% subsidy. Motion carried 2 Ayes, 1 Nay (Kent)
- d) **2023 Baraboo Areas Senior Citizens Organization Lease** – M. Hardy explained that this organization also received the 3% across the board increase as well as the decrease in subsidy paid by the City to 65%. The Parks & Recreation Commission recommended keeping the lease subsidy the same. Moved by Petty, seconded by Kent to recommend to Common Council on approving the Baraboo Area Senior Citizens Organization lease with the Civic Center at 65% subsidy. Motion carried unanimously.
- e) **2023 Stage III Lease** – M. Hardy noted that this has always been subsidized at 50% because they do partner with our recreation program. They have a storage room, a classroom, and a stage that is available to other renters. It was the recommendation by the Parks & Recreation Commission to keep this at 50%. Moved by Petty, seconded by Kent to recommend to Common Council on approving the request to subsize Stage III Theater for Youth lease of the Civic Center by 50%. Motion carried unanimously.
- f) **2023 Pierce Park Lease** – M. Hardy explained that this is the first year that the Parks & Recreation Commission has recommended charging them rent on this building. Because of the grant agreement, the City is only allowed to rent this out for 6-months of the year. For the past 25 years or so, the Hockey Association has rented it from the City at no cost; just utilities. Because of the age of the building, summer rental of the pavilion is not favorable. Back in May they were looking at \$500 per month rent for the 6-months based on the utilities paid during the summer months. The Parks & Recreation Commission recommended going with ½ of this, or

a \$250 per month rental rate. Motion by Kent, seconded by Petty to recommend to Common Council on approving the Pierce Park Pavilion to the Baraboo Thunderbird Youth Hockey Association for October 15, 2022-April 15, 2023 at a rate of \$250.00 per month. Motion carried unanimously.

- g) **County Library Tax** - The Committee reviewed the exemption from the County Library tax. Moved by Kent, seconded by Petty to recommend to Council for approval. Motion carried unanimously.

Discussion Items:

Purchase Shared Ride Taxi Vans – J. Ostrander provided an update on the purchase of three taxi vans. The cost of the vans is \$195,000; we will receive \$156,000 through the state grant leaving the City responsible for \$39,000. We currently have \$29,000 available for capital equipment. With the funds from selling the vehicles, we should have the money for this purchase. As of now, ridership is still down. From her estimates, we are going to be about \$35,000 short which could be made up using ARPA funds.

Update on Preliminary 2023 Budget – No discussion took place. This update will be provided at Council.

Discuss Options for Broadcasting the City Council Meetings – No discussion took place. This will be placed on the next agenda.

Purchasing Policy – No discussion took place; the Committee will continue to review this at future meetings.

Adjournment – Moved by Kent, seconded by Petty and carried to adjourn at 6:52pm.
Brenda Zeman, City Clerk

UW-BARABOO / SAUK COUNTY CAMPUS COMMISSION MINUTES

UW-Baraboo/Sauk County Campus, Executive Dining Room, 1006 Connie Road, Baraboo, WI

Thursday, September 15, 2022

Members present: Wedekind, Giese, Kolb, Hazard, Lohr and Evert**Members Absent:** Bradley and Miller

Chair Hazard called the meeting to order at 8:00 a.m. and Compliance with the Open Meeting Law was verified.

MOTION (Wedekind/Kolb) to adopt the agenda. Motion carried unanimously.

MOTION (Kolb/Wedekind) to approve the minutes of the regular meeting on August 18, 2022.

Motion carried unanimously.

Public comment: None.**Communications:** None.**Facilities planning and maintenance report:**Schara gave the committee an update (*report and list of invoices on file*).**Discussion and possible action to advance the A building 80-ton classroom AC unit from 2024 capital improvement need to present replacement:**

Schara gave the committee a brief update.

Discussion and possible action of blow out A coil in library south unit:

Schara gave the committee a brief update.

Discussion and possible action on Lange roof project and a second smaller repair while sheet metal fabricators:

Schara gave the committee a brief update.

Financial report and approval of vouchers:

MOTION (Hazard/Kolb) to approve vouchers in the amount of \$23,895.86. Motion carried unanimously.

Discussion and possible action on status of the theatre and arts building remodel:

Compton gave the committee a brief update and will bring a report back to the committee in October.

Discussion and possible action on 2023 budget:

Discussion took place among the committee.

Update from Student Housing Advisory Committee:

Giese gave the committee an update.

Assistant Provost Report:

Compton gave the committee an update.

MOTION (Lohr/Kolb) to adjourn at 9:04 a.m. until Thursday, October 20, 2022 at 8:00 a.m. Motion carried unanimously.

Respectfully Submitted,

Rebecca C. Evert
Sauk County Clerk

MINUTES
BARABOO BUSINESS IMPROVEMENT DISTRICT
BUSINESS DEVELOPMENT COMMITTEE

Date and Time: Wednesday, September 21, 2022 at 8:30AM

Location: Knight Barry Title, 113 3rd Ave, Baraboo

Members Present: D. Marshall, K. Thurow, A. Kilgallon

Members Absent: T. Wickus

Chairperson Marshall called the meeting to order at 8:30AM

Minutes of August 10 meeting approval: K. Thurow/A. Kilgallon

Adoption of Agenda: A. Kilgallon/K. Thurow

Old Business

Collecting info about available downtown space: K Thurow will contact Vodak (Oak St) & Ploetz (3rd Ave)

Facebook page or Google doc suggested as ways to maintain central database and marketing for storefront availability

Committee will not include apartment rentals in downtown vacancy information collected

New Business

Discussion of last night's City Plan Commission meeting and effect of proposed downtown development in McGann space

S. Fay has been talking to Tim Moy about a possible seminar regarding recession planning to be offered to BID members. Committee will need to decide on date and location. Seminar is offered free of charge by MBE but BID may have some costs for the venue and could offer refreshments.

Other business development and education resources suggested by S. Fay: SCORE & UWEX

2023 Budget approved K. Thurow/A. Kilgallon

Next Meeting: TBD

Motion to adjourn 9:05AM K. Thurow/A. Kilgallon

Minutes taken by D. Marshall

**Baraboo Economic Development Commission
Meeting Minutes
September 8, 2022**

- I. **Call Meeting to Order and Note Compliance with Open Meeting Law** at 5:30 PM at the Baraboo Municipal Building, Council Chambers, 101 South Blvd., Baraboo, WI. The meeting was noticed in conformance with Wisconsin State Statutes regarding open meetings.

With the lack of a quorum, the meeting was not held.

Nanci Caflisch
Chairperson

Patrick Cannon
Recorder

CITY OF BARABOO POLICE AND FIRE COMMISSION MEETING MINUTES

MINUTES FOR: **Special Meeting on August 17, 2022.**

The Baraboo Police and Fire Commission met on this date at the Baraboo Municipal Building, 101 South Boulevard, (Council Chambers), Baraboo, Wisconsin. The meeting was called to order at 5:45 p.m. by PFC President Kujak. Notice of the meeting was posted by the City Clerk on August 15, 2022.

Roll Call found Commissioners Getchmann, Hollenbeck, Kujak and Viney in attendance with Commissioner Kluge excused. Others in attendance were Interim Police Chief Sinden and member of the public.

Compliance with the open meeting law was noted by Kujak.

Motion to approve the Agenda made by Getchmann, second by Hollenbeck, carried 4-0.

INFORMATIONAL ITEMS: President Kujak informed those in attendance of the process by which a new Police Chief would be selected, The roll of the PFC, anticipated time line and purpose of the citizen comments in this meeting as well as online. He also noted this was not a time to endorse any potential candidate nor air grievances concerning police officers. Commissioner Viney noted the job description was established by the Baraboo City Council, without input from the commission, and would be used by the PFC in the search for a new Chief. Commencing at 6:00 p.m. members of the public were invited to provide input as to their desires and opinions regarding the type of individual they wish to fill the vacancy of the Chief's position. Persons who filled out a written request to speak were called upon in the order the requests were received

Comments were made by numerous citizens that they were surprised by the new reports implying a shift to community based policing as they believed the Baraboo Department was already following this practice. Several speakers noted a preference for an in house candidate with one retired deputy noting what she implied was a toxic situation in Lake Delton. Others noted a desire for a person of integrity, who understands people and who implements policies fairly. A former city attorney expressed concern that the job description was adopted without meaningful opportunity for input from the PFC and as well as the denigration of the mayor's authority as the statutory head of the department. After calling on those who had filed a written request to speak, the commission answered questions from the audience.

COMMUNICATIONS: No communications have been received since the August 15, 2022 meeting.

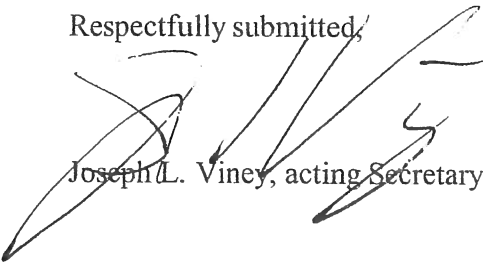
Motion to recess until 7:30 p.m. at 7:05 p.m. was made by Viney at 7:05 p.m, second by Getchmann,

passed 4-0.

**CITY OF BARABOO
POLICE AND FIRE COMMISSION
MEETING MINUTES**

Motion to adjourn the meeting was made after coming back in session at 7:30 p.m. by Viney, second by Hollenbeck, carried 4-0.

Respectfully submitted,


Joseph L. Viney, acting Secretary

Approved by PFC on September 19, 2022

cc: City Clerk

CITY OF BARABOO POLICE AND FIRE COMMISSION MEETING MINUTES

MINUTES FOR: Regular Meeting on September 19, 2022.

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (C205), Baraboo. The meeting was opened at 3:30pm by PFC President Kujak. A notice of this meeting was posted on September 15, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. Others present during the meeting were Police Chief Sinden and Fire Chief Stieve.

Compliance with the open meeting law was noted by Kujak.

[NOTE: Chief Stieve left for a Fire Call.]

Kujak made a request to have the AGENDA be approved. Viney made a Motion to approve the Agenda; Getschmann offered a second, motion carried 5-0.

Kujak made a request to have the MINUTES of August 15 & 17, 2022 be approved. Viney requested the two meetings be approved separately, rather than together. With that, Kujak requested the Minutes of August 15, 2022 be approved. Viney made a Motion to approve, with Getschmann offering a second, that motion carried 5-0. Kujak then requested the Minutes of August 17, 2022 be approved. Viney made a Motion to approve, with Getschmann offering a second, that motion carried 4-0 with Kluge abstaining.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

Under 'ACTION ITEMS', in the absence of Chief Stieve, who had two items to be acted on - Kujak read the request of Chief Stieve on the first item: a request to decertify any and all prior Baraboo Paid-on-Call Fire Fighter eligibility lists, and create a new Baraboo Paid-on-Call Fire Fighter eligibility list (adding one name from the previous month's list) as presented to the PFC for approval. There was some discussion on this matter, where initially a motion was made by Kluge to Table / delay the matter until Chief Stieve could be present. Initially Viney offered a second to the motion, however discussion found Kluge & Viney withdrawing their motions. At the conclusion of those discussions Getschmann made a motion to approve the Chief's request; Hollenback offered a second and the item passed 4-0, with Viney abstaining. That new eligibility lists contains the names of:

Parker Brehm	Kortnee Carroll
Jackson Clements	Ethan Mengelt
Jesse Prater	Sawyer Schmitt
Kody Sellner	Emma Knudtson

Kujak then read Chief Stieve's second item - a request to hire three (3) candidates from the approved list. There was more discussion that needed some clarity from Chief Stieve. There was a motion to Table by Viney, to delay any action until Chief Stieve could be present; Kluge offered a second whereby a roll-call vote found the motion to delay action passing 3-2. *[Vote: Getschmann - N; Hollenback - Y; Kluge - Y; Kujak - N; Viney - Y].*

CITY OF BARABOO POLICE AND FIRE COMMISSION MEETING MINUTES

Under 'INFORMATIONAL ITEMS':

Chief Sinden noted that the Department has seen the Union Negotiations being stalled at this time. The Department is trying to be more visible in the media efforts. Police calls for service are down about 4% compared to this time period last year. However Traffic enforcement is seeing an increase of approximately 2%. He indicates that there has not been any Use of Force Incidents that are noteworthy. He briefly discussed a sensitive call, that was found to be false reporting by area juveniles. That matter has been resolved and there is no concern for the community. The last point he highlighted was the School Resource Officer program and when & if the School District will provide some level of financial support to keep it working. He anticipates that such will be announced in the coming weeks.

With the absence of Chief Stieve, there was no Fire Department Report.

Kujak then presented an updated to the PFC regarding future PFC Workshop Training provided by the 'League of Wisconsin Municipalities' on Friday, November 4, 2022. Discussion was held and it was determined that possibly 4 members would attend the Webinar Class at City Hall that day. Kluge will contact The League to determine the actual cost, as there would only be one person signing on. It is estimated the costs are \$140 per PFC Member watching the training. The Police Department & Fire Departments will cover the training costs.

Under 'CLOSED SESSION':

Kujak announced that the Commission move to a Closed Session, pursuant to Wis. Stats. 19.85(1)(c) for the purpose of considering employment, promotion or performance evaluation data with respect to the filling of a vacancy within the Police Department. Viney made a motion to approve, with Getschmann offering a second. The Motion passed 5-0.

Note: During the Closed Session, Chief Stieve knocked on the door wishing to address his hiring matter. At that time (4:56pm) the Commission briefly returned to OPEN SESSION to address Chief Stieve's hiring matter. Viney made a motion to return to Open Session, with Getschmann offering a second. Motion passed 5-0. Additionally, Viney made a motion to remove the 'Table / Delay' action, with Hollenback offering a second. That motion passed 5-0.

At this time Stieve returned to the room and presented the purpose of his hiring request. Commissioners questioned the urgency in processing the one candidate (Knudtson), as he had time to request a Special Meeting - which is the proper procedure in urgent matters. There was considerable discussion, with the Chief noting that this matter could have been handled better. That in the future he would seek a Special Meeting, or delay any actions until it could properly be brought up at a regular meeting. At that time, Getschmann made a motion to approve the Chief's request to hire three (3) Fire Fighters from the current eligibility list; Kluge offered a second and the motion carried 5-0.

Stieve left the room, and the PFC returned to CLOSED SESSION at 5:10pm. Kujak made a motion to return to Closed, with Viney offering a second. Motion carried 5-0.

Under 'OPEN SESSION':

At approximately 6:50pm, Kujak announced the Commission would return to Open Session to address


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any business that may be the result of discussions held in Closed Session. Getschmann made a motion to return to Open Session, and Viney offered a second. Motion passed 5-0.

Under 'COMMUNICATIONS', Kluge sent around a magazine that had been sent to the PFC. Kujak noted that he had received some letters that will be presented at a future meeting.

Kujak made a request for an ADJOURNMENT: Viney offered a Motion for approve; Getschmann offered a second. Motion passed 5-0.

Respectfully submitted,

A handwritten signature in cursive script that reads "Dennis K. Kluge".

Dennis Kluge, Secretary

Approved by PFC on October 17, 2022

Cc: City Clerk

**CITY OF BARABOO
POLICE AND FIRE COMMISSION
SPECIAL MEETING MINUTES**

MINUTES FOR: Special Meeting on October 10, 2022.

The Baraboo Police & Fire Commission (PFC) met on this date at the Baraboo Municipal Building, 101 South Boulevard, (C205), Baraboo. The meeting was opened at 07:45am by PFC President Kujak. A notice of this meeting was posted on October 5, 2022.

Roll call found Commissioners Getschmann, Hollenback, Kluge, Kujak and Viney were in attendance. Others present during portions of the meeting were Baraboo Sergeant Shimon, Baraboo PD Clerical Staff Trina Cromwell, four (4) Area Police Chiefs (Keith Klafke - Portage PD, Josh Sherman - Sauk-Prairie PD, Nick Brinker - Wisc. Dells PD, and Patrick Cummings - Reedsburg PD), and six (6) Candidates for Police Chief (names identified in Closed Minutes, as they were not present during any Open Session).

Compliance with the open meeting law was noted by Kujak.

Kujak made a request to have the AGENDA be approved. Getschmann made a Motion to approve the Agenda; Viney offered a second, motion carried 5-0.

There were no citizens present to speak under 'PUBLIC COMMENTS'.

Under 'CLOSED SESSION':

At approximately 7:50am, Kujak announced that the Commission move to a Closed Session, pursuant to Wis. Stats. 19.85(1)(c) for the purpose of considering employment, promotion or performance evaluation data with respect to the filling of a vacancy within the Police Department. Getschmann made a motion to approve, with Viney offering a second. The Motion passed 5-0.

Under 'OPEN SESSION':

At approximately 3:50pm, Kujak announced the Commission would return to Open Session to address (per Wis. Stats. 19.85(2)) to address any business that may be the result of discussions held in Closed Session. Getschmann made a motion to return to Open Session, and Hollenback offered a second. Motion passed 5-0.

Under 'ACTION ITEMS', Kujak announced that the PFC originally had eleven (11) applicants for the position of Police Chief. That these were from within the Baraboo Police Department, other Wisconsin Police agencies, as well as from surrounding States. After a review of the applications, the pool was reduced to six (6) Candidates (some due to application issues, and some formally withdrew from the Baraboo process). During today's Interviews (by two panels) the pool of Candidates was reduced to three (3) as the other three did not receive a passing grade to continue. The three (3) remaining Candidates are Mr. Al Fear, Mr. Ryan Labroschian and Mr. Robert Sinden. If approved, these candidates will move on to the next series of Interviews and examinations on October 26th. Kujak then requested a motion to approve the revised Candidate list as noted. Viney made a motion to approve the revised list of three Candidates; Kujak offered a second. Motion passed 5-0.

Under 'COMMUNICATIONS', Kluge advised that there were none for this meeting.

Kujak made a request for an ADJOURNMENT: Viney offered a Motion for adjourn; Hollenback offered

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SPECIAL MEETING MINUTES**

a second. Motion passed 5-0.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Dennis Kluge".

Dennis Kluge, Secretary

Approved by PFC on October 17, 2022

Cc: City Clerk